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9 Kierney Waldron and the Class and Subclasses

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**
13

14 XIN CHEN, an individual; and BRIAN
CHIANG, an individual; individually and on
15 behalf of all others similarly situated;

16 Plaintiffs,

17 vs.

18 GHP MANAGEMENT CORPORATION, a
California corporation, *et al.*

19 Defendants.

20 KIERNEY WALDRON; ROES 1 through 100
21 inclusive; individually, and on behalf of all
22 others similarly situated,

23 Plaintiffs,

24 vs.

25 GHP MANAGEMENT CORPORATION, a
California corporation, *et al.*

26 Defendants.

Lead Case No.: BC713402

(Consolidated Case No. 19STCV03883)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**PLAINTIFFS' OMNIBUS COMPENDIUM
OF DECLARATIONS IN SUPPORT OF (1)
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND (2)
MOTION FOR APPROVAL OF ATTORNEY
FEES, LITIGATION EXPENSES, AND
SERVICE AWARDS**

VOLUME II

[Filed concurrently:

1. Notice of Motion and Motion;
2. Proposed Order;
3. Proposed Judgment]

Date: December 13, 2023

Time: 9:00 a.m.

Dept.: 6 (Spring Street)

Action Filed: July 13, 2018

Trial Date: None Set

1
2 Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron (“Plaintiffs”) respectfully submit
3 the following Declarations in support of their Motion for Final Approval of Class Action Settlement
4 and Motion for Approval of Attorney Fees, Litigation Expenses, and Service Awards:

5 **VOLUME I**

6 **Tab A** Declaration of David Affeld

7 **Exhibit 1:** Affeld Biography

8 **Exhibit 2:** Affeld Summary of Time

9 **Exhibit 3:** Hubanov Summary of Time

10 **Exhibit 4:** Affeld Grivakes LLP Ledger of Costs

11 **Tab B** Declaration of Scott Baker

12 **Tab C** Declaration of Larry Berliner

13 **Tab D** Declaration of Xin Chen

14 **Exhibit 1:** “Move Out Statement” and “Itemized Statement”

15 **Tab E** Declaration of Brian Chiang

16 **Exhibit 1:** “Move Out Statement” and “Itemized Statement”

17 **Tab F** Declaration of Brian R. England

18 **Exhibit 1:** Biography

19 **Exhibit 2:** Summary of Time

20 **Tab G** Declaration of Irvin Garcia

21 **Exhibit 1:** Affidavit from Los Angeles Times

22 **Exhibit 2:** Notice of Class Action Settlement (Mailed)

23 **Exhibit 3:** Notice of Class Action Settlement (Emailed)

24 **Exhibit 4:** Notice of Class Action Settlement (Spanish)

25 **Exhibit 5:** Notice of Class Action Settlement (Mandarin)

26 **Tab H** Declaration of Julie Green

27 **Exhibit A:** Curriculum Vitae of CPT Group, Inc.

28 **Exhibit B:** Proposal for Administration

VOLUME II*

<u>Tab I</u>	Declaration of Colleen Kelly
<u>Tab J</u>	Declaration of Richard Scott Lysle
	Exhibit 1: Itemization of Costs
	Exhibit 2: Summary of Time
<u>Tab K</u>	Declaration of David Markevitch
	Exhibit 1: Biography
	Exhibit 2: Summary of Time
<u>Tab L</u>	Declaration of Jimmie Davis Parker
	Exhibit A: Costs and Filing Fees
	Exhibit B: Summary of Time
<u>Tab M</u>	Declaration of Damion D. D. Robinson
	Exhibit 1: Order Granting Plaintiffs' Motion for Class Certification and Appointment of Class Counsel
	Exhibit 2: Term Sheet
	Exhibit 3: Supplemental Report of Green Hasson Janks
	Exhibit 4: Class Action Settlement Agreement
	Exhibit 4.1: Form of Class Notice
	Exhibit 4.2: Form of Preliminary Approval Order
	Exhibit 4.3: Form of Final Approval Order
	Exhibit 4.4: Form of Judgment
	Exhibit 4.5: Escrow Instructions
	Exhibit 5: Addendum No. 1 to Settlement Agreement
	Exhibit 6: Order Granting Preliminary Approval
	Exhibit 7: Main Class Action Website
	Exhibit 8: Recovery Spreadsheet
	Exhibit 9: Biography
	Exhibit 10: Adjusted Laffey Matrix
	Exhibit 11: Summary of Time

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- Exhibit 12:** Diamond McCarthy LLP Costs Summary
- Exhibit 13:** Excerpts of Form Leases
- Exhibit 14:** Public Counsel Brochure on Cy Pres Awards
- Exhibit 15:** Declaration of Xin Chen re Class Certification
- Exhibit 16:** Declaration of Brian Chiang re Class Certification
- Tab N** Declaration of Grant Stiefel
- Exhibit A:** Curriculum Vitae
- Exhibit B:** List of Cases
- Exhibit C:** 2022 Real Rate Report
- Tab O** Declaration of Elliott Tiomkin
- Tab P** Declaration of Kierney Waldron
- Tab Q** Declaration of Edward Wei
- Exhibit 1:** Wei Summary of Time

Dated: October 16, 2023

Respectfully submitted,

By: s/ Damion Robinson
Damion D. D. Robinson
DIAMOND McCARTHY LLP

Attorneys for Plaintiffs Xin Chen and Brian Chiang and the Class and Subclasses

TAB I

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10 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 XIN CHEN, an individual; and BRIAN
14 CHIANG, an individual; individually and on
15 behalf of all others similarly situated;

16 Plaintiffs,

17 vs.

18 GHP MANAGEMENT CORPORATION, a
19 California corporation, *et al.*

20 Defendants.

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**EXPERT DECLARATION OF COLLEEN
KELLY, Ph.D.**

21 I, Colleen Kelly Ph.D., declare:

22 1. I have personal knowledge of the matters set forth herein and could
23 competently testify thereto if called upon.

24 2. I am a statistician with over 30 years of statistical consulting experience in
25 both industry and academic settings in a wide variety of subject areas. I have extensive
26 experience in statistical consulting and data analysis for observational studies, clinical
27 trials and other experiments and sample surveys.

28 3. I was a tenured associate professor of statistics at San Diego State
University. I co-directed the university's statistical consulting center. I am currently the
President of Kelly Statistical Consulting and am accredited by the American Statistical

1 Association as a Professional Statistician. A copy of my CV is attached hereto. I hereby
2 incorporate my opinions and analysis to this declaration.

3 4. GHP Managements' Responses to Kierney Waldron's Special
4 Interrogatories stated that the target population for this case is the set of all tenants who
5 made a security deposit with GHPM and then moved out of a GHPM-managed property
6 other than the Lorenzo between July 13, 2014 and January 1, 2021. The target population
7 does not include: (1) tenants who had been evicted (or had abandoned their units) and
8 whose unpaid rent exceeded the amount of their security deposits; and (2) a small number
9 of former tenants who had initiated a dispute with GHPM regarding their security
10 deposits and who had settled their claim with GHPM in exchanged for payment. The size
11 of the target population is 17,939 tenants. The size of the target population restricted to
12 move out dates between July 13, 2014 and April 23, 2019 is 12,713, which corresponds
13 to the dates of the random sampling described below.

14 5. The Response also stated that a random sample of 500 tenant files was
15 drawn from the target population, stratified by property using a proportional allocation
16 strategy.

17 6. We received data on the random sample (Excel file 00119845.xlsb) from
18 Plaintiffs' counsel to estimate the proportion of (1) files that lack adequate maintenance
19 description, (2) files that are missing invoices and (3) files that lack adequate
20 maintenance description or have missing invoices for each property for each time period.
21 All samples were files from tenants that moved out between July 13, 2014 and April 23,
22 2019, so this data can only be used to draw inferences about this time period, unless an
23 assumption is made that the two periods are similar with respect to the proportions
24 described above. There were a total of 403 tenant files in this data set, excluding 20
25 duplicate files, 33 exempt files and 1 incomplete file. We relied on counsel's legal
26 assessment of whether the files were deficient and do not give any legal opinion on
27 whether the files were deficient or not. Our only purpose was statistical analysis.
28

1 7. We made the following assumptions to estimate the proportions and the total
2 files with the issues (1-3) described above: (A) because we were not given the total
3 numbers of tenants with move outs between July 13, 2014 and April 23, 2019 for each
4 property (but rather from July 13, 2014 through January 1, 2021), we assumed the same
5 proportions of move outs across properties as were observed for the period between July
6 13, 2014 and January 1, 2021, (B) because no samples were drawn from the period
7 between April 23, 2019 to January 1, 2021, to make inferences regarding the entire
8 period from July 13, 2014 and January 1, 2021, we assumed the same rates of issues
9 could be applied to the period between April 23, 2019 to January 1, 2021. Statistical
10 methods for stratified samples were used to estimate the proportions and 95% confidence
11 intervals.

12 8. We estimate the that the proportion of tenants that moved out from GHP
13 properties with files with incomplete maintenance descriptions between July 13, 2014
14 and April 23, 2019 is 54.9% with a 95% confidence interval (CI) of 49.9% to 59.9%.
15 This corresponds to a total of 6,977 tenants (95% CI: 6,341-7,612) in the period between
16 July 13, 2014 and April 23, 2019 and 9,844 tenants (95% CI: 8,947-10,740) in the period
17 between July 13, 2014 and January 1, 2021.

18 9. We estimate the that the proportion of tenants that moved out from GHP
19 properties with files with missing invoices between July 13, 2014 and April 23, 2019 is
20 44.4% with a 95% confidence interval (CI) of 39.0% to 49.9%. This corresponds to a
21 total of 5,647 tenants (95% CI: 4,955-6,339) in the period between July 13, 2014 and
22 April 23, 2019 and 7,967 tenants (95% CI: 6,991-8,943) in the period between July 13,
23 2014 and January 1, 2021.

24 10. Limiting our analysis to those tenants who were charged for vendor services,
25 we estimate that the proportion of tenants with files with missing invoices between
26 January 13, 2014 and April 23, 2019 is 50.3% with a 95% confidence interval (CI) of
27 43.2% to 57.3%.

28

1 11. We estimate the that the proportion of tenants that moved out from GHP
2 properties with files with incomplete maintenance descriptions or missing invoices
3 between July 13, 2014 and April 23, 2019 is 75.6% with a 95% confidence interval (CI)
4 of 71.0% to 80.3%. This corresponds to a total of 9,613 tenants (95% CI: 9,024-10,203)
5 in the period between July 13, 2014 and April 23, 2019 and 13,563 tenants (95% CI:
6 12,732-14,395) in the period between July 13, 2014 and January 1, 2021.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct and that this Declaration was executed on April 26, 2021 at
9 San Diego, California.

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15 _____
16 COLLEEN KELLY, Ph.D.
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TAB J

1 RICHARD SCOTT LYSLE - SBN 54022
LAW OFFICE OF RICHARD SCOTT LYSLE
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3 (310) 822-6023
lyslelaw@Yahoo.com

4 Attorney for Plaintiffs
5 KIERNEY WALDRON and all others similarly situated

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**
10

11 XIN CHEN, et al.,
12 Plaintiffs,
13 vs.
14 GHP MANAGEMENT CORP., etc., et al.
15 Defendants.
16 _____
Consolidated with:
17 KIERNEY WALDRON, etc.
18 Plaintiff,
19 vs.
20 GHP MANAGEMENT CORPORATION,
et al.
21 Defendants.

Lead Case: BC 713 402
Consolidated with 19STCV 03883

Assigned to: Hon. Elihu M. Berle,
Dept. SS-6

**DECLARATION OF RICHARD
SCOTT LYSLE IN SUPPORT OF
REQUEST FOR APPROVAL OF
ATTORNEY'S FEES**

HEARING December 13 , 2023
TIME: 9:00 A.M.
DEPT. SS-6

Filing Date 2/7/2019
Trial Date Not set

22 **DECLARATION OF RICHARD SCOTT LYSLE**

23 I, RICHARD SCOTT LYSLE, declare:

24 1. I am licensed to practice law in the State of California. I am an attorney for
25 plaintiff Kierney Waldron in Case No 19 STCV 03883, and for all others similarly situated. By
26 order entered 10/12/2021 this case was consolidated with Case No. BC 703402. I have
27 personal knowledge of the facts set forth herein. If called as a witness, I could and would
28

1 competently testify thereto.

2 2. I received my A.B. degree from Cornell University in 1969. I received my Juris
3 Doctor degree from the Gould School of Law at the University of Southern California in 1972.
4 I was admitted to the Bar of the State of California in 1972. I was subsequently admitted to the
5 bars of the United States District Courts of the Central District of California and of the Southern
6 District of California. I have continuously engaged in the private practice of law since 1972.
7 I have never been disciplined nor sanctioned by any regulatory agency.

8 3. During the past 50 years my practice has included, at various times, criminal, civil
9 and juvenile court litigation in both trial courts and appellate courts, as well as administrative
10 proceedings before various types of agencies. My civil litigation practice has included personal
11 injury and wrongful death claims, family law, probate and trust administration and litigation,
12 consumer protection cases, bankruptcy cases, business litigation and real estate litigation.

13 4. I have occasionally served as a Judge Pro Tem of the Los Angeles Superior
14 Court, hearing landlord tenant, small claims, traffic and civil matters. I have been appointed
15 by the court as an arbitrator or as a mediator in more than 100 cases.

16 5. Kierney Waldron consulted me in 2018. She had moved out of an apartment in
17 defendants' Da Vinci complex on 9/30/2018. She had not received a return of her security
18 deposit. Further inquiries revealed that defendants, as their regular practice, did not provide
19 departing tenants with the documentation required by Civil Code section 1950.5.

20 6. I have considerable litigation experience in real estate matters and well as in
21 consumer protection law. However, I did not have experience in class action litigation. I
22 contacted Jimmie Davis Parker, who had recently resolved a class action case ("Willmark")
23 arising from the landlord's withholding tenant security deposits and allegedly failing to comply
24 with California Civil Code section 1950.5. After considerable investigation and research on
25 behalf of Ms. Waldron, Mr. Parker and I decided to file Case No. 19 STCV 03883, Waldron
26 v GHP. Our investigation included the structure of many entities controlled by Geoffrey Palmer
27 and court records of the litigation history of these entities. We filed Case No. 19 STCV 03883
28 on 2/7/2019. I personally served the Summons and Complaint upon Mr. Geoffrey Palmer, as

1 the principal or the designated agent of each of the named defendants.

2 7. Much of the litigation history of the within action is accurately described in the
3 declarations of the other attorneys involved in representing the plaintiffs herein. Obtaining
4 discovery responses from defendants was quite challenging, and a very substantial amount of
5 time was expended in seeking discovery from the defendants. For example, on 1/24/2020,
6 defendants served a 55 page long objection to the taking of a deposition.

7 8. The first mediation session, held July 25, 2019, with the assistance of Hon.
8 Richard Stone. In preparation for this mediation, on July 24, 2019, defendants provided a
9 purported “random” sampling of the move-out paperwork allegedly given to 98 departing
10 tenants. The documents provided by defendants was highly suspect. Some vendor invoices
11 appeared to have been altered by the application of white-out. Other invoices appeared to be
12 duplicates of the same invoices placed in the files of different tenants. During this mediation,
13 I questioned one of the defense attorneys about the white-out appearing on the suspect invoices.
14 Defense counsel insisted that the white-out had been applied by the vendor, not by any
15 employee of the defendants.

16 9. In response to follow up requests for evidence that defendants actually paid the
17 invoices contained in their move-out files, defendants stone walled. After further investigation,
18 on 6/21/2021, plaintiffs took the deposition of the PMK of Q’s Carpet Cleaning, Susana
19 Velazquez. At deposition Ms. Velazquez reviewed 41 pages of purported invoices bearing the
20 logo of Q’s Carpet Cleaning. Defendants had produced these purported invoices in response
21 to a request to produce a copy of all documents given to former tenants upon moving out. Q’s
22 PMK testified that Q’s Carpet Cleaning did not perform the work, nor receive any payment for,
23 the work described in the purported invoices. She further testified that the documents had been
24 fabricated. When questioned by Mr. Markevitch, the PMK of Q’s Carpet Cleaning testified,
25 at page 74:

26 Q: “How do you know that this is not a Q’s invoice?”

27 A: “I’ve never produced anything like that.”
28

1 At page 77, Ms. Velazquez testified:

2 Q: “Ms. Velazquez, please take a look at the first page of this document, and tell me if this
3 is Q’s invoice.”

4 A: “It is not.”

5 10. Plaintiffs took the deposition of another vendor, JB Refinishing, who also testified
6 that purported invoices provided by the defendants were not actually prepared by that vendor
7 and that the vendor did not perform, not bill for, the work described in the purported invoices.

8 11. At first defendants argued that the fraudulent invoices were created by a “rogue
9 employee.” Defendants refused to identify this “rogue employee” or to produce him for
10 deposition. Then defendants changed their argument.

11 12. After further discovery requests and discussions, defense counsel advised
12 plaintiffs that he had just learned that defendants had, in fact, fabricated the purported vendor
13 envelopes and that defendants had their possession, a template which was used to fabricate
14 fake vendor invoices.

15 13. The Declaration, executed under penalty of perjury by defense counsel Jason
16 Haas, and filed herein by all defendants on 9/16/2022, states, at page 3, lines 8 to 12:

17 “After the deposition of these vendors raised the possibility that certain invoices included
18 in the files predating 2018 had not come from the vendors themselves, Defendants’
19 counsel undertook an investigation, which revealed that there had been a template
20 spreadsheet used at certain properties to document certain repeat vendor charges for
21 services where the actual invoices were not yet available.”

22 I took the position that by including information about their investigation of defendants’
23 fabrication of documents, in an evidentiary declaration that they filed, defendants waived any
24 work product privilege relating to their investigation. The court never ruled upon this issue, but
25 soon after this issue was raised, the defendants showed serious interest in settling.

26 14. Prior to the pandemic, I personally attended every court hearing. After the court
27 instituted video appearances, I attended virtually. I conferred with co-counsel. I drafted notices
28

1 of status conference proceedings. I participated in the preparation of formal and informal
2 discovery requests. I maintain contemporaneous records which itemize and describe the time
3 that I devoted to this litigation.

4 15. In 2019 my hourly rate was \$550.00. This is similar or less than the hourly billing
5 rates of attorneys with similar experience. In 2012 I was on the reunion committee for my 40
6 year law school class reunion. I was in communication with many of my classmates before the
7 event as well as at the event. One subject that was discussed was our hourly billing rates. I
8 learned that most of my classmates who were in private practice had hourly billing rates in
9 excess of \$500.00. Effective January 1, 2022, my hourly billing rate increased to \$600.00.

10 16. **Exhibit 1**, attached, is an itemization of litigation costs which I advanced in this
11 litigation. The total amount of costs and expenses which I advanced is \$8,473.18. I have
12 documentation supporting these disbursements.

13 17. **Exhibit 2**, attached, is a summary of time which I devoted to this litigation.
14 Through September 30, 2023, I spent 530 hours on behalf of my client and others similarly
15 situated. At the billing rates then in effect, my fees total \$298,290. .

16 18. I declare under penalty of perjury under the laws of the State of California, that
17 the foregoing is true and correct and that this declaration is executed on October 11, 2023.

18
19 DATED October 11, 2023

Richard Scott Lysle

21 RICHARD SCOTT LYSLE
22 Attorney for plaintiff KIERNEY WALDRON
and all others similarly situated

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EXHIBIT 1

COSTS AND EXPENSES

Re: Kierney Waldron v GHP / Palmer et al
Case No. 19 STCV 03882, related to Case No. BC 713 402

2-10-19	Photocopy. S&C, service documents, 24 defendants. 1,152 @ 0.15	172.80
2-11-19	Service on 24 defendants. \$40.00 x 24	960.00
2-14-19	Photocopy. Notice of Case Assignment. 45 @ 0.15	6.75
2-21-19	Photocopy. Sub- Service copies. 120 @ 0.15	18.00
2-21-19	Postage. Complete sub-service on Palmer Temple St.; Palmer Flower Street; Visconti	7.00
3-22-19	Courthouse Parking. CMC Conference	17.50
3-22-19	Mileage. CMC. 19 miles each way @ 0.58	22.04
4-25-19	Clerk, LASC. Minute Order of 3/22/19	1.00
4-10-19	Courthouse Parking	12.50
4-10-19	Mileage. CMC. 19 miles each way @ 0.58	22.04
4-16-19	Clerk, LASC. Minute Order of 4/10/19	1.00
7-25-19	Mediation Parking	20.00
7-25-19	Mileage. Mediation. 17 miles each way @ 0.58	19.72
8-8-18	Courthouse Parking.	20.00
8-8-19	Mileage. CMC. 19 miles each way @ 0.58	22.04
8-18-19	Clerk, LASC. Minute Order of 8/8/19	1.00
Subtotal.	Costs and expenses: To 8-29-2019.	1,323.39
8-29-19	Jimmie Davis Parker. Reimburse Jimmie Parker for ½ of his itemized expenses.	5,102.36
9-30-19	Clerk, LASC. Minute Order of 9/26/19	2.00
10-2-19	Case Anywhere. System Access Fee	109.20
11-4-19	Parking. Filing Opp to Demurrer, Deliver courtesy copies.	17.50
11-4-19	Mileage. 19 miles each way @ 0.58	22.04
11-21-19	Courthouse Parking.	17.50
11-26-19	Clerk, LASC. Minute Order of 11/21/19	2.00
1-13-20	Mileage. 19 miles each way @ 0.58	22.04
1-13-20	Courthouse Parking. Status Conf.	17.50
1-13-20	Case Anywhere. Inv. #177423	126.00
1-15-20	Clerk, LASC. Minute Order of 1/13/20	1.00
1-29-20	Courthouse parking re filing Notice of Ruling, courtesy copy.	7.50
4-21-20	Case Anywhere. Invoice #184740	120.00
7-10-20	V-Court Remote Appearance. (7-6-20)	23.00
7-21-20	Case Anywhere. Inv. 192068	120.00
10-15-20	Case Anywhere. Inv. 199732	120.00
1-14-21	Tele charges re conference call.	0.15

2-5-21	Case Anywhere. Inv. 207629	120.00
4-14-21	Case Anywhere	120.00
7-5-21	Case Anywhere	120.00
10-6-21	Case Anywhere	120.00
1-7-22	Case Anywhere	120.00
4-14-22	Case Anywhere	120.00
7-9-22	Case Anywhere	120.00
10-10-22	Case Anywhere	120.00
1-16-23	Case Anywhere	120.00
5-16-23	Case Anywhere	120.00
10-6-23	Case Anywhere. Inv. 301976	120.00
Subtotal. 8-30-2019 to 6-26-2023		2,047.43
2-10-2019 to 8-18-2019		1,323.39
8-29-2019		5,102.36
8-30-2019 to 6-26-2023		2,047.43
TOTAL		8,473.18

EXHIBIT 2

Re: Kierney Waldron v GHP / Palmer et al
Case No. 19 STCV 03882, related to Case No. BC 713 402

Monthly Summary - Professional Services

Description	Attorney	Rate	Hours	Amount
Subtotal. November, 2018	RSL	550.00	1.60	\$880.00
Subtotal. December, 2018	RSL	550.00	1.90	\$1,045.00
Subtotal. January, 2019	RSL	550.00	1.10	\$605.00
Subtotal. February, 2019.	RSL	550.00	15.60	\$8,580.00
Subtotal. March, 2019.	RSL	550.00	11.80	\$6,490.00
Subtotal. April, 2019.	RSL	550.00	10.50	\$5,775.00
Subtotal. May, 2019.	RSL	550.00	2.90	\$1,595.00
Subtotal. June, 2019.	RSL	550.00	4.40	\$2,420.00
Subtotal. July, 2019.	RSL	550.00	14.40	\$7,920.00
Subtotal. August, 2019.	RSL	550.00	6.10	\$3,355.00
Subtotal. September, 2019.	RSL	550.00	7.90	\$4,345.00
Subtotal. October, 2019.	RSL	550.00	6.10	\$3,355.00
Subtotal. November, 2019.	RSL	550.00	21.60	\$11,880.00
Subtotal. December, 2019.	RSL	550.00	12.80	\$7,040.00
Subtotal. January, 2020.	RSL	550.00	19.00	\$10,450.00
Subtotal. February, 2020.	RSL	550.00	4.70	\$2,585.00
Subtotal. March, 2020.	RSL	550.00	14.80	\$8,140.00
Subtotal. April, 2020.	RSL	550.00	3.30	\$1,815.00
Subtotal. May, 2020.	RSL	550.00	5.10	\$2,805.00
Subtotal. June, 2020.	RSL	550.00	4.20	\$2,310.00
Subtotal. July, 2020.	RSL	550.00	4.90	\$2,695.00
Subtotal. August, 2020.	RSL	550.00	2.60	\$1,430.00

Description	Attorney	Rate	Hours	Amount
Subtotal. September, 2020.	RSL	550.00	1.50	\$825.00
Subtotal. October, 2020.	RSL	550.00	0.10	\$55.00
Subtotal. November, 2020.	RSL	550.00	1.50	\$825.00
Subtotal. December, 2020.	RSL	550.00	9.40	\$5,170.00
Subtotal. January, 2021.	RSL	550.00	6.00	\$3,300.00
Subtotal. February, 2021	RSL	550.00	7.40	\$4,070.00
Subtotal. March, 2021	RSL	550.00	39.90	\$21,945.00
Subtotal. April, 2021	RSL	550.00	23.50	\$12,925.00
Subtotal. May, 2021	RSL	550.00	25.90	\$14,245.00
Subtotal. June, 2021	RSL	550.00	28.30	\$15,565.00
Subtotal. July, 2021	RSL	550.00	25.00	\$13,750.00
Subtotal. August, 2021	RSL	550.00	20.70	\$11,385.00
Subtotal. September, 2021	RSL	550.00	7.50	\$4,125.00
Subtotal. October, 2021	RSL	550.00	14.20	\$7,810.00
Subtotal. November, 2021	RSL	600.00	7.00	\$4,200.00
Subtotal. December, 2021	RSL	600.00	11.50	\$6,900.00
Subtotal. January, 2022	RSL	600.00	4.20	\$2,520.00
Subtotal. February, 2022	RSL	600.00	0.40	\$240.00
Subtotal. March, 2022	RSL	600.00	1.80	\$1,080.00
Subtotal. April, 2022	RSL	600.00	3.30	\$1,980.00
Subtotal. May, 2022	RSL	600.00	2.90	\$1,740.00
Subtotal. June, 2022	RSL	600.00	2.00	\$1,200.00
Subtotal. July, 2022	RSL	600.00	7.80	\$4,680.00
Subtotal. August, 2022	RSL	600.00	10.20	\$6,120.00
Subtotal. September, 2022	RSL	600.00	22.00	\$12,900.00
Subtotal. October, 2022	RSL	600.00	24.60	\$14,760.00

Description	Attorney	Rate	Hours	Amount
Subtotal. November, 2022	RSL	600.00	12.30	\$7,380.00
Subtotal. December, 2022	RSL	600.00	0.00	\$0.00
Subtotal. January, 2023	RSL	600.00	2.30	\$1,380.00
Subtotal. February, 2023	RSL	600.00	1.50	\$900.00
Subtotal. March, 2023	RSL	600.00	1.30	\$780.00
Subtotal. April, 2023	RSL	600.00	2.30	\$1,380.00
Subtotal, May, 2023	RSL	600.00	2.70	\$1,620.00
Subtotal, June, 2023	RSL	600.00	10.40	\$6,240.00
Subtotal, July, 2023	RSL	600.00	0.00	\$0.00
Subtotal, August, 2023	RSL	600.00	11.30	\$6,780.00
			530.00	\$298,290.00

TAB K

1 **DECLARATION OF DAVID MARKEVITCH**

2 I, David Markevitch, declare:

3 1. I am an attorney duly licensed to practice in the State of California. I have personal
4 knowledge of the facts below and could and would testify competently to these facts if called upon
5 to do so. I submit this declaration in support of the Motion of Plaintiffs Xin Chen, Brian Chiang,
6 and Kierney Waldron (collectively, "Plaintiffs") for Approval of Attorney Fees, Litigation
7 Expenses, and Service Awards.

8 2. I am a Special Counsel attorney at Affeld Grivakes LLP and have been a practicing
9 attorney in California for over 16 years. A true copy of my biography, setting forth my experience
10 and qualifications in more detail, is attached as **Exhibit 1**.

11 1. I graduated from the University of California, Berkeley with B.S. in Chemistry in
12 2001 and from UCLA School of Law in 2007. I joined Affeld Grivakes LLP in 2019. I was
13 previously an attorney with the firms of Girardi & Keese, LLP and Kaiser Gornick LLP (formerly
14 Levin Simes Kaiser & Gornick LLP) and had my own law practice. I have been recognized by
15 Thomson Reuters as a "Northern California Super Lawyer" in 2019 and 2020 and a "Super
16 Lawyers Rising Star" in 2018, as well as having one of the Top 40 Product Liability Verdicts in the
17 United States and Top 50 Verdicts in California in 2017.

18 3. I have significant experience in complex litigation. During my tenure at Pagano &
19 Kass APC, I originated and litigated to a successful resolution a consumer class action case. My
20 hourly rate, set at the prevalent market level for my seniority as an attorney at that time, was
21 approved and collected as part of a lodestar calculation and fee award. I also did significant work in
22 an employment class action case while at that firm.

23 4. During my tenure at Kaiser Gornick LLP, I worked on multiple complex product
24 liability litigations involving medical devices and pharmaceutical prescription drugs. I performed
25 significant work for various plaintiffs' committees, including discovery committees, in federal
26 Multi-District Litigation and state-level coordinated proceedings. I understand that the firm
27 received compensation for my work from a common fund created upon global resolution of the
28 coordinated cases, on an hourly basis and at the prevalent rate for an attorney with my seniority at

1 the time.

2 5. In August 2017, I co-chaired a trial as part of my work at Kaiser Gornick LLP, which
3 resulted in a verdict in excess of twelve million dollars for the firm's clients.

4 6. In 2018 and 2019 I operated a firm as a sole practitioner litigating, *inter alia*, a
5 complex product liability case that resolved favorably. I merged the cases at my firm with Affeld
6 Grivakes LLP in October 2019.

7 7. During my ongoing tenure at Affeld Grivakes LLP, I have worked on complex
8 litigation involving multi-plaintiff quasi-coordinated proceedings. My function, *inter alia*, was to
9 analyze, depose and challenge the testimony of technical experts for the defense, both
10 independently and in a support function, on behalf of all plaintiffs and plaintiffs' firms participating
11 in the proceedings. My work catalyzed the resolution of these cases in notable part.

12 8. At Affeld Grivakes LLP, I provide fact and expert deposition support the firm's
13 personal injury group. I also provide a wide range of support work for the firm's business litigation
14 practice.

15 9. During my tenure at Affeld Grivakes LLP I have independently created a pipeline of
16 employment discrimination/retaliation/whistle-blower cases in Northern California. I have
17 independently designed the marketing campaign that generated the cases, analyzed them at intake,
18 and litigated and continue to litigate them to favorable resolution.

19 10. I have made and opposed fee applications in my career and have been responsible for
20 negotiating fee agreements with clients and setting my own billing rates as an attorney in private
21 practice. Based on my experience, I am familiar with the range of market rates charged by
22 attorneys of similar experience and qualification in California.


23 11. I believe that the following rates are reasonable for my time in this matter and are
24 consistent with the market range for attorneys of similar experience and qualification:

25	2019:	\$550 per hour
26	2020:	\$595 per hour
27	2021:	\$650 per hour
28	2022:	\$700 per hour

1 12. Attached as **Exhibit 2** is an accurate summary of my hours spent on this case. I have
2 exercised billing discretion in calculating these hours and have not charged for numerous brief
3 conferences and phone calls with co-counsel and other routine matters in this case.

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

6 Dated: October 12, 2023



David Markevitch

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EXHIBIT 1

DAVID MARKEVITCH

CA SBN: 256163; USPTO REG. NO. 64,903

1261 Lincoln Avenue, Suite 208 | San Jose, CA 95125

dm@agzlaw.com.com | 310-979-9700

BAR ADMISSIONS

California State Courts
U.S. District Court Northern District of California
U.S. District Court Central District of California
U.S. District Court Eastern District of California
U.S. Patent and Trademark Office

EDUCATION

J.D., UCLA School of Law, Los Angeles, CA

B.S., Chemistry, University of California – Berkeley, *Graduated with Academic Honors*

LEGAL EXPERIENCE

Affeld Grivakes LLP, Los Angeles/San Jose, CA 2019 – present
Counsel/Managing Attorney, Northern California Office

- Established and managed the firm’s Northern California Office.
 - Designed and implemented a marketing campaign that resulted in a robust pipeline of employment discrimination cases, concentrating on misconduct by Silicon Valley companies including Intuit, Sony, Apple, Tesla.
 - Litigated the above and a multitude of local referral cases from intake to resolution.
 - Solely responsible for initial analysis at intake, processing and filing, design and implementation of discovery, law and motion, all settlement proceedings, and trial preparation.
 - Managed staff in my office.
- Supported the Personal Injury Group.
 - Performed legal analysis, designed litigation strategies, designed and implemented discovery proceedings, prepared experts, deposed opposing experts, and provided all necessary law and motion support including for trial preparation.
 - Representative work included liability development and expert-related work in the 91 Freeway Bridge Collapse Cases (Riverside County, CA).
- Supported the Business Litigation Group.
 - Designed and implemented discovery – written and depositions.
 - Contributed significantly to resolution of several lawsuits where my discovery efforts helped build robust liability cases.
 - Latest example was the instant class action where I catalyzed settlement through several successful depositions.
 - Filed a Writ this Summer challenging a bench trial in place of a jury trial in an executive compensation employment case.

DAVID MARKEVITCH

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LEGAL EXPERIENCE (CONT.)

Markevitch Law Firm, San Jose, CA 2018 – 2019
Founder

- Designed and implemented a marketing campaign that resulted in a robust pipeline of Personal Injury cases.
- Merged the firm's cases with work at Affeld Grivakes LLP in October 2019.

Kaiser Gornick LLP, San Francisco, CA 2011 - 2018
Associate Attorney

Kaiser Gornick LLP represented plaintiffs in product liability lawsuits involving defective pharmaceutical drugs and medical devices. I was a key member of the firm with demonstrated excellence in managing complex cases.

- Managed cases from intake to resolution as part of multiple federal and state coordinated litigation proceedings. Ordinarily responsible for up to five hundred individual active cases.
- Assisted Court-appointed committees with coordinated-litigation-wide discovery, scientific and legal analysis of liability issues, bellwether trial preparation including expert work, and settlement negotiations.
- Working knowledge of the FDA regulatory framework for pharmaceutical drugs and medical devices – FD&C Act, applicable regulations and FDA Guidance Documents.
- Expert knowledge of federal and California civil procedure.
- Expert knowledge of California substantive product liability law. Working knowledge of product liability laws of the majority of other states.
- Expert legal writing skills.
- Co-chaired a trial that resulted in a multi-million-dollar verdict.
- Representative work:
 - DePuy ASR Hip Implant Product Liability Litigation.
 - DePuy Pinnacle Hip Implant Product Liability Litigation.
 - Wright Medical Hip Implant Product Liability Litigation.
 - Biomet Hip Implant Product Liability Litigation.
 - Zimmer Durom Hip Implant Product Liability Litigation.
 - Testosterone Replacement Therapy Product Liability Litigation.
 - Reglan/Metoclopramide Product Liability Litigation.
 - Actos Product Liability Litigation.

DAVID MARKEVITCH

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LEGAL EXPERIENCE (CONT.)

Pagano & Kass, APC, San Jose, CA 2009–2011
Associate Attorney

Provided legal research, writing and advocacy expertise for law firm with practice in the areas business law, business planning, wage and hour and consumer law class actions, and bankruptcy. Drafted initial, pre-trial law and motion, and trial pleadings. Handled all aspects of discovery including propounding, responding to, negotiating scope, and initiating and responding to discovery law and motion. Took and defended depositions. Co-chaired a successful trial. Made court appearances in state and federal courts.

Girardi & Keese, LLP, Los Angeles, CA 2005–2008
Law Clerk/Attorney

Provided legal research, writing and advocacy expertise for law firm representing plaintiffs in personal injury, medical malpractice, and product liability litigation. Drafted initial, pre-trial law and motion, and trial pleadings. Handled all aspects of discovery process including propounding, responding to, and negotiating scope. Took and defended depositions. Made court appearances in state courts.

TECHNICAL EXPERIENCE

Gilead Sciences Inc., Foster City, CA 2002–2004 **Medicinal Chemistry Research Associate**

- Designed synthesis routes for anti-viral and anti-cancer compounds. Collaborated with fellow research scientists to develop synthesis of several families of anti-viral compounds.

Essential Therapeutics Inc., Mountain View, CA 2001–2002
Chemistry Research Associate

- Developed and implemented synthesis routes for intermediates and target molecules for anti-infective drug discovery programs.

University of California – Berkeley, Berkeley, CA 1999–2001
Undergraduate Research Associate

- Synthesized and studied the properties of liquid-crystalline polymer molecules.

DAVID MARKEVITCH

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dm@agzlaw.com.com | 310-979-9700

TECHNICAL INVENTORSHIP AND PUBLICATIONS

U.S. Patent No. 7,645,747 – Therapeutic Phosphonate Compounds

U.S. Patent No. 7,429,565 – Antiviral Phosphonate Analogs

U.S. Patent No. 7,452,901 – Anti-cancer Phosphonate Analogs

"Design, Synthesis, and Anti-HIV Activity of 4'-Modified Carbocyclic Nucleoside Phosphonate Reverse Transcriptase Inhibitors," *Bioorganic & Medicinal Chemistry Letters* (2009), 17 (4), 1739–1746.

"Synthesis and Anti-HIV Activity of GS-9148 (2'-Fd4AP), a Novel Nucleoside Phosphonate HIV Reverse Transcriptase Inhibitor," *Bioorganic & Medicinal Chemistry Letters* (2008), 18 (3), 1120–1123.

Abstract: "Synthesis and Anti-HIV Activity of GS-9148 (2'-Fd4AP), a Novel Nucleoside Phosphonate HIV Reverse Transcriptase Inhibitor," *ChemInform* (2008), 39 (28), i.

"Synthesis, Anti-HIV Activity, and Resistance Profiles of Ribose Modified Nucleoside Phosphonates," *Bioorganic & Medicinal Chemistry Letters* (2007), 17 (24), 6785–6789.

"An Efficient Synthesis of 5-Bromopyridine-2-Carbonitrile," *Synthetic Communications* (2003), 33 (19), 3285–3289.

Polymerization in the Regular Hexagonal and Cubic Mesophases of Tetradecyltrimethylphosphonium Salts. Poster Presentation, ACS Conference, San Diego, CA 2001.

EXHIBIT 2

TIMEKEEPER

David Markevitch

2021	Hours		
March	42.9		
April	30.6		
May	0.8		
June	36.0		
July	19.5		
August	3.5		
September	8.0		
October	3.6		
November	15.5		
December	9.1		
Total	169.5		
Rate	650.00	Fees	110,175.00

2022	Hours		
January	-		
February	4.2		
March	4.9		
April	0.3		
Total	9.4		
Rate	700.00	Fees	6,580.00

TOTAL HOURS	178.9
TOTAL FEES	\$116,755.0

TAB L

1 **LAW OFFICE OF JIMMIE DAVIS PARKER, APC**
JIMMIE DAVIS PARKER, ESQ. (SBN: 252023)
2 7812 Wing Flight Court
San Diego, California 92119
3 619.887.3300
JDParker@gmail.com
4

5 **LAW OFFICE OF RICHARD SCOTT LYSLE**
RICHARD SCOTT LYSLE (SBN: 54022)
475 Washington Blvd.
6 Marina Del Rey, California 90292
310.822.6023
7 lyslelaw@yahoo.com

8 Attorneys for Plaintiff Kierney Waldron
and all others similarly-situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 XIN CHEN, an individual; and BRIAN
13 CHIANG, an individual; individually and on
behalf of all others similarly situated;

14 Plaintiffs,

15 vs.

16 GHP MANAGEMENT CORPORATION, a
17 California corporation, *et al.*

18 Defendants.

19 KIERNEY WALDRON; ROES 1 through 100
20 inclusive; individually, and on behalf of all
others similarly situated,

21 Plaintiffs,

22 vs.

23 GHP MANAGEMENT CORPORATION, a
24 California corporation, *et al.*

25 Defendants.
26
27
28

Lead Case No.: BC 713402

(Consolidated Case No. 19STCV03883)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**DECLARATION OF JIMMIE PARKER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FEE
REQUEST**

Date: December 13, 2023

Time: 9:00 a.m.

Dept.: SS-6

Action Filed: July 13, 2018

Trial Date: None Set

1 **Declaration of Jimmie Davis Parker, Esq.**

2 1. I am an attorney, in good standing, duly licensed to practice before all of the courts
3 of the State of California. I am one of the Court-appointed counsel for the Plaintiff class in the
4 above-entitled action. I have personal knowledge of the matters stated herein and, if called upon, I
5 could and would competently testify thereto.
6

7 2. On February 7, 2019, plaintiff Kierney Waldron filed a putative class action styled
8 *Waldron v. GHP Management Corporation, et al.*, Case No. 19STCV03883 alleging violations of
9 Civil Code section 1950.5 with respect to residential security deposits. The case was deemed related
10 to *Chen v. GHP Management Corporation, et al.*, Case No. BC 713402 on March 18, 2019, and
11 consolidated by stipulation and order on September 30, 2021. Ms. Waldron was represented by the
12 undersigned and Mr. Richard Lysle of the Law Office of Richard Lysle. Plaintiffs' counsel for the
13 respective actions have worked cooperatively together throughout the engagement.
14

15 3. When I first engaged in this matter, I was solo practitioner in my 14th year of
16 practice. I graduated from University of California, Davis in 2004 with a degree in Political Science
17 and minor in Education. In 2007, I graduated in the top third of the class from the University of San
18 Diego having earned a Juris Doctorate. I am an attorney in good standing with State Bar of California
19 and have been continuously since December 2007. I have been in active litigation practice in large
20 firm, small firm, and solo practice settings continuously since law school (starting as a Certified
21 Student Practitioner in 2005).
22

23 4. In 2007, I started my career in defense of class and complex litigation at the firm
24 Gordon & Rees. After leaving defense work, I spent over a decade as plaintiff-focused solo
25 practitioner. In the last 16 years of active practice, I have successfully litigated hundreds of cases to
26 their resolution including against defendants such as the Republic of Iraq, sitting City Councilman,
27 and Forbes 100 corporations. In the complex litigation context, I have been appointed lead counsel
28 and have litigated several class and collective actions to conclusion, including an action against 16

1 entity defendants, settling for \$5 million for violation of Civil Code section 1950.5. (See, e.g.,
2 *Parker, et al. v. Mark Steven Schmidt, et al.*, SDSC Case No. 37-2015-0017514; *Haro, Jr., et al. v.*
3 *FedEx Ground Package System, Inc, et al*; SDSC Case No. 37-2015-00012264; *Marie Ali v. County*
4 *of Los Angeles*; CDCA, CV08-07627; *Bladh v. Brenner Associates, et al.*; SDSC 37-2008-
5 00081732.) In October of 2021, I became Of Counsel for the firm Hogue & Belong, APC in San
6 Diego, California. Hogue & Belong is a four attorney firm that has successfully tried and settled
7 numerous class action cases; I have extensive involvement and litigation related responsibility in
8 several class action cases since joining the firm.

9
10 5. As of today's date, I have expended \$15,897.85 in statutorily recoverable
11 litigation related costs and filing fees in the prosecution of this matter. I have attached a true and
12 correct summary of those costs as Exhibit A.

13
14 6. As a civil litigator with 16 years of active practice in large national firm, small firm and
15 solo practice settings, I am familiar with usual and customary rates for legal service in my
16 community. Further, I have consulted with an expert who has confirmed (and declares) that my
17 billing rate is within market rate for an attorney of my skill, experience and year. Over the course
18 of this litigation, my hourly rate has varied from \$550 in 2018-2019, \$595 in 2020, \$650 in 2021
19 and \$700 in 2022. Over the course of the litigation, I was instrumental in developing and working
20 the complex case. I expended over 625 hours in pursuit of the case, and request a fee multiple
21 based upon a base fee of \$378,572.75. Attached hereto as Exhibit B is a true and correct summary
22 of hours expended that was compiled using contemporaneously recorded detailed hour and task
23 records.

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

26 Dated: October 14, 2023

LAW OFFICE OF JIMMIE DAVIS PARKER

27
28 By:



JIMMIE DAVIS PARKER, ESQ.
Attorneys for Plaintiff

EXHIBIT A

<u>Date</u>	<u>Description</u>	<u>Cost</u>	<u>Note</u>
1/5/2019	Parking at Courthouse Athena	\$ 18.00	
1/25/2019	Small Claims Research @ Stanley Mosk - Printing Costs	\$ 111.50	
1/25/2019	Travel Cost Reimbursement - 246 miles @ \$0.58	\$ 148.68	IRS Rate
1/30/2019	Document Processing - Scan all public records obtained at Courthouse	\$ 25.00	
2/1/2019	Reimburse postage to former tenant Adrian Aguilar for sending files	\$ 15.00	PayPal Transaction ID: 13458582DS229260M
2/6/2019	Filing Fee	\$ 9.95	One Legal Invoice #11644541
2/8/2019	Filing Fee	\$ 1,585.00	One Legal Invoice #11651940
2/13/2019	Filing Fee	\$ 9.95	One Legal Invoice #11651940
3/19/2019	Printing & Postage of Written Discovery on all Defendants	\$ 179.04	FedEx #0000828
6/11/2019	Mediation Fee	\$ 7,000.00	Signiture Resolutions - Tax ID 82-2623582 - Invoice 6818
6/19/2019	Mediation Fee	\$ 2,000.00	Signiture Resolutions - Tax ID 82-2623582 - Invoice 6818
7/24/2019	Travel Expense - Hotel for Mediation	\$ 357.94	Omni #40038945665
7/25/2019	Travel Cost Reimbursement - 246 miles @ \$0.58	\$ 148.68	IRS Rate
8/19/2019	LASC Website - Obtain Case Anywhere Order	\$ 6.60	
9/25/2019	Travel Expense - Hotel for Hearing	\$ 214.00	HotelTonight booking ID: WV3G7M
9/26/2019	Travel Cost Reimbursement - 246 miles @ \$0.58	\$ 148.68	IRS Rate
10/3/2019	Case Anywhere Fee	\$ 70.80	Invoice 170252
11/20/2019	Travel Cost Reimbursement - 246 miles @ \$0.58	\$ 148.68	IRS Rate
11/20/2019	Travel Expense - Hotel for Hearing	\$ 196.00	HotelTonight booking ID: ZC7XQG
1/8/2020	Case Anywhere Fee	\$ 144.00	Invoice 177424
1/12/2020	Travel Expense - Hotel for Hearing	\$ 177.00	HotelTonight booking ID: H27MCG
1/13/2020	Travel Cost Reimbursement - 246 miles @ \$0.575	\$ 141.45	IRS Rate
4/9/2020	Case Anywhere Fee	\$ 156.00	Invoice #184741
7/6/2020	LA Court Connect	\$ 15.00	
8/3/2020	CPT - BAW Notice Fees	\$ 775.93	Invoice # 15256
1/11/2021	JAMS - Mediation Fee	\$ 2,725.00	Invoice # 5519030
1/14/2021	Retainer for Statistics Expert Kelly	\$ 2,500.00	
1/27/2021	Filing Fee - Proposed Order and Stipulation	\$ 30.50	
3/1/2021	Obtain LA Superior Court Filings Re. Wage and Hour Case v. GHP	\$ 59.00	
3/3/2021	Case Anywhere Fee	\$ 366.00	Invoices 207630, 199733, 192069
5/24/2021	Courier Service for Courtsey Copy of Ex Parte Opposition	\$ 14.95	Online Legal Courier - George Todd
9/24/2021	CaseAnywhere Filing Fees	\$ 32.26	Invoice 4989641
9/24/2021	CaseAnywhere Filing Fees	\$ 33.26	Invoice 4989656
9/24/2021	CaseAnywhere Filing Fees	\$ 8.00	Invoice 4989220
9/24/2021	CaseAnywhere Filing Fees	\$ 8.00	Invoice 4989236
10/12/2021	CaseAnywhere Filing Fees	\$ 12.20	Invoice 5044878
10/12/2021	CaseAnywhere Filing Fees	\$ 12.20	Invoice 5044876
10/5/2021	CaseAnywhere Fees	\$ 462.00	Invoices 232611, 224218, 215854
1/4/2022-10/2023	CaseAnywhere Filing Fees	\$ 732.00	
1/10/2022	Veritext Deposition Costs	\$ 4,177.96	
1/5/2022	Case Anywhere Invoices	\$ 24.00	
		\$ 25,000.21	
	Mediation Fee Reimbursement	\$ (4,000.00)	
8/29/2019	RSL Contribution	\$ (5,102.36)	
		\$ 15,897.85	

EXHIBIT B

September	2018	1.3	\$ 550.00	\$ 687.50
October	2018	7.3	\$ 550.00	\$ 3,987.50
November	2018	9.5	\$ 550.00	\$ 5,225.00
December	2018	3.0	\$ 550.00	\$ 1,650.00
January	2019	13.3	\$ 550.00	\$ 7,287.50
February	2019	58.3	\$ 550.00	\$ 32,037.50
March	2019	32.3	\$ 550.00	\$ 17,737.50
April	2019	5.3	\$ 550.00	\$ 2,887.50
May	2019	4.5	\$ 550.00	\$ 2,475.00
June	2019	7.5	\$ 550.00	\$ 4,125.00
July	2019	43.3	\$ 550.00	\$ 23,787.50
August	2019	6.0	\$ 550.00	\$ 3,300.00
September	2019	13.5	\$ 550.00	\$ 7,425.00
October	2019	33.8	\$ 550.00	\$ 18,562.50
November	2019	25.5	\$ 550.00	\$ 14,025.00
December	2019	5.0	\$ 550.00	\$ 2,750.00
January	2020	48.0	\$ 595.00	\$ 28,560.00
February	2020	5.5	\$ 595.00	\$ 3,272.50
March	2020	8.5	\$ 595.00	\$ 5,057.50
April	2020	0.0	\$ 595.00	\$ -
May	2020	3.5	\$ 595.00	\$ 2,082.50
June	2020	1.5	\$ 595.00	\$ 892.50
July	2020	6.5	\$ 595.00	\$ 3,867.50
August	2020	3.0	\$ 595.00	\$ 1,785.00
September	2020	0.8	\$ 595.00	\$ 446.25
October	2020	4.0	\$ 595.00	\$ 2,380.00
November	2020	3.0	\$ 595.00	\$ 1,785.00
December	2020	12.5	\$ 595.00	\$ 7,437.50
January	2021	6.8	\$ 650.00	\$ 4,387.50
February	2021	25.3	\$ 650.00	\$ 16,412.50
March	2021	57.6	\$ 650.00	\$ 37,440.00
April	2021	10.6	\$ 650.00	\$ 6,890.00
May	2021	20.9	\$ 650.00	\$ 13,585.00
June	2021	29.3	\$ 650.00	\$ 19,045.00
July	2021	8.6	\$ 650.00	\$ 5,590.00
August	2021	1.8	\$ 650.00	\$ 1,170.00
September	2021	2.4	\$ 650.00	\$ 1,560.00
October	2021	4.8	\$ 650.00	\$ 3,120.00
November	2021	3.0	\$ 650.00	\$ 1,956.50
December	2021	9.4	\$ 650.00	\$ 6,110.00
January	2022	6.2	\$ 700.00	\$ 4,340.00
February	2022	2.7	\$ 700.00	\$ 1,890.00
March	2022	1.0	\$ 700.00	\$ 700.00
April	2022	2.0	\$ 700.00	\$ 1,400.00
May	2022	5.5	\$ 700.00	\$ 3,850.00
June	2022	0.6	\$ 700.00	\$ 420.00
July	2022	6.2	\$ 700.00	\$ 4,340.00
August	2022	5.5	\$ 700.00	\$ 3,850.00
September	2022	14.5	\$ 700.00	\$ 10,150.00
October	2022	1.0	\$ 700.00	\$ 700.00
November	2022	1.4	\$ 700.00	\$ 980.00
December	2022	0.0	\$ 700.00	\$ -
January	2023	0.9	\$ 700.00	\$ 630.00
February	2023	0.0	\$ 700.00	\$ -
March	2023	1.1	\$ 700.00	\$ 770.00
April	2023	0.0	\$ 700.00	\$ -
May	2023	5.9	\$ 700.00	\$ 4,130.00
June	2023	3.8	\$ 700.00	\$ 2,660.00
July	2023	2.1	\$ 700.00	\$ 1,470.00
August	2023	13.0	\$ 700.00	\$ 9,100.00
September	2023	1.8	\$ 700.00	\$ 1,260.00
October	2023	4.5	\$ 700.00	\$ 3,150.00
		625.9		\$ 378,572.75

TAB M

1 **DECLARATION OF DAMION ROBINSON**

2 I, Damion Robinson, declare:

3 1. My law firm and I are counsel to Plaintiffs Xin Chen and Brian Chiang
4 (collectively with Plaintiff Kierney Waldron, “Plaintiffs”) and co-lead counsel to the certified
5 class and subclasses in this matter. I have personal knowledge of the facts below or knowledge
6 based on the records and files of my firm maintained in the ordinary course of business. I could
7 testify competently to these facts if called upon to do so.

8 **Claims and Pleadings**

9 2. This case asserts that Defendant GHP Management Corporation (“GHP”) and its
10 affiliates (collectively, “Defendant”) systematically and unlawfully withheld the security
11 deposits from residential tenants across 24 to 26 apartment complexes.¹ Our primary theory is
12 that Defendants violated Civil Code § 1950.5(g) by failing to provide departing tenants the
13 mandatory, statutory disclosures required to justify and corroborate withholdings from tenants’
14 deposits. As a result, we contend that Defendants are required to return all repair and cleaning
15 charges withheld from the deposits in full and may be subject to statutory double damages or
16 punitive damages. Plaintiffs brought claims for violation of section 1950.5, breach of lease,
17 conversion, and unfair business practices (Business & Professions Code § 17200), each based
18 on this central theory.

19 3. Xin Chen filed this action on July 13, 2018. Ms. Chen and Brian Chiang filed a
20 First Amended Complaint on January 31, 2019, which added Mr. Chiang as a plaintiff. On
21 February 7, 2019, Kierney Waldron filed a related case styled *Waldron v. GHP Management*
22 *Corporation, et al.*, Case No. 19STCV03883. The cases were deemed related on March 18,
23 2019 and consolidated by stipulation and order on September 30, 2021.

24 4. On October 21, 2019, Defendants filed Demurrers and Motions to Strike. The
25 Court overruled the Demurrers and denied the Motions to Strike. After the Court granted class
26 certification in August 2021, Defendants then moved for leave to file a class Cross-Complaint
27

28 ¹ During this litigation, Defendants have added new complexes to their portfolio.

1 against approximately 4,700 class members. Plaintiffs opposed and the Court denied
2 Defendants' request on October 6, 2021. Defendants appealed.

3 **Informal Investigation and Discovery**

4 5. Plaintiffs began seeking discovery in early 2019 and continued to seek discovery
5 through and after class certification in August 2021. They also continued to seek discovery
6 following the initial settlement in December 2021.

7 6. A primary focus of Plaintiffs' discovery was sampling complete "move-out" files
8 from Defendants' former tenants. In connection with a July 2019 mediation, Defendants
9 produced a set of sample files, reflecting deposit charges, inspection reports, and the disclosure
10 documents that Defendants claimed they sent to tenants. Defendants also provided overall class
11 size and damages information, including the total number of prospective class members and the
12 total amount of deposit withholdings.

13 7. Plaintiffs' counsel performed a detailed analysis of the sampling, finding a 100%
14 or near 100% failure to comply with the Civil Code § 1950.5 disclosure requirements.

15 8. Plaintiffs' counsel engaged statistician Colleen Kelly, Ph.D., to assist in
16 statistically analyzing the tenant files. Over the course of several months, including an IDC in
17 July 2020, counsel negotiated the disclosure of approximately 500 complete "move-out" files
18 for statistical-sampling for the period of 2014 through 2019. These files contained listings of
19 charges against tenant deposits, correspondence, certain backup, and the disclosures and
20 invoices purportedly sent to tenants.

21 9. Counsel and a research assistant analyzed each tenant file for compliance with
22 Civil Code § 1950.5(g) and prepared a detailed spreadsheet of information. This involved going
23 through each tenant file manually, cataloging identifying information for each tenant (e.g., unit
24 number, complex, and move out date), identifying the deposit withholdings and basis, and then
25 determining whether the disclosures contained proper descriptions of in-house services and
26 whether outside vendor charges were supported by a corresponding bill, invoice, or receipt.
27 Other counsel and I also reviewed many files personally and flagged several duplicate invoices
28 across multiple tenant files and various other suspicious items, as well as conducting online

1 investigation into the vendors and nature of the charges.

2 10. Dr. Kelly generated a statistical summary of Defendants' non-compliance with
3 section 1950.5(g). She identified an approximate 75% failure rate.

4 11. After receiving the file sampling, Plaintiffs challenged whether many of the
5 invoices provided were legitimate. Defendants agreed to turn over a further sampling of "proof
6 of payment" information for 50 of the tenant files selected by Plaintiffs' counsel to corroborate
7 the claimed charges. This further sampling included ledgers, bills, and canceled checks,
8 purporting to support the charges against various tenants' deposits.

9 12. During depositions, Plaintiffs obtained testimony from one of Defendants'
10 Persons Most Qualified suggesting that the sampled tenant files had been "backfilled" during
11 discovery by adding disclosure materials that were not sent to departing tenants or maintained
12 in the files in the ordinary course of business. Following another IDC, Plaintiffs' counsel
13 physically inspected files at two of Defendants' facilities to spot check the accuracy of the
14 larger sampling. Given the issues with the tenant files that Plaintiffs sampled, as discussed in
15 more detail below, the settlement does not give GHP any credit for repair or cleaning charges.

16 13. Plaintiffs also served comprehensive written discovery on Defendants, including
17 Requests for Production, Special Interrogatories, Form Interrogatories, and Requests for
18 Admission, as follows:

- 19 • March 2019: Ms. Waldron served Requests for Production, Special
20 Interrogatories, and Form Interrogatories on GHP, GH Palmer Associates, and 34
21 complex ownership entities.
- 22 • April 2019: Mr. Chiang served Requests for Production, Special Interrogatories,
23 and Form Interrogatories on Defendants GHP, and GH Palmer Associates
- 24 • November 2019: Mr. Chiang served a further set of written discovery, including
25 Form Interrogatories, Special Interrogatories, Requests for Admission, and
26 Requests for Production on the ownership Defendants.
- 27 • July 2022: Ms. Chen served an Inspection Demand, Requests for Production, and
28 Special Interrogatories on GHP.

1 14. Plaintiffs obtained and analyzed significant document discovery in addition to the
2 tenant file sampling. This included the complete tenant files of the named Plaintiffs; hundreds
3 of pages of policies and procedures; Defendants’ forms of tenant disclosures; training materials
4 relating to tenant move-outs and deposits; and Defendants’ form leases used during the class
5 period. Plaintiffs also subpoenaed documents and testimony from two of Defendants’ primary
6 vendors, Q’s Carpet Care and JB Refinishing. All told, Plaintiffs obtained more than 13,000
7 pages of documents through discovery.

8 15. Counsel also engaged in significant informal investigation. This included
9 investigation at the outset of this case into Defendants’ corporate structure and the ownership of
10 various complexes, online research into vendors purportedly used by Defendants, and engaging
11 a private investigator regarding one of Defendants’ vendors deemed unusually suspicious.

12 16. On or about January 13, 2020, the Court authorized a “*Belaire* Notice” to be sent
13 to 500 former tenants. After receiving contact information, Plaintiffs’ counsel (through a
14 research analyst) contacted each of the tenants who consented and interviewed those willing to
15 discuss their experiences. Plaintiffs were able to secure 16 declarations from former tenants, as
16 well as documentation, which was used to support class certification.

17 17. Plaintiffs took six depositions. This included four depositions of individuals
18 identified as Persons Most Qualified by Defendants on various topics, including Ashley
19 Barrientos, Lawrence Hall, Ambar Reyes, and Mahan Mirzabeigi. Plaintiffs also took
20 depositions of Q’s Carpets and J&B Refinishing, two of Defendants’ main vendors. These
21 depositions led to strong evidence of bad faith, which Plaintiffs relied upon at class
22 certification, and which ultimately prompted the settlement. Defendants also deposed the
23 named Plaintiffs and several class members in connection with certification.

24 18. Discovery was protracted and difficult. The parties participated in at least three
25 informal discovery conferences on July 6, 2020, May 6, 2021, and June 11, 2021, and filed
26 substantial briefing. The briefing and IDCs addressed a host of issues ranging from failure to
27 produce sufficiently prepared deponents to spoliation of evidence.

28 19. Defendants also took significant discovery from Plaintiffs. They served three

1 rounds of comprehensive written discovery and took the depositions of all named Plaintiffs as
2 well as multiple absent class members.

3 **The Court Grants Class Certification**

4 20. Plaintiffs moved for class certification on April 26, 2021. They sought to certify a
5 Main Class of all former tenants from whom Defendants withheld more than \$125.00 other than
6 for non-payment of rent, subject to ordinary exclusions. They also sought to certify subclasses
7 of former tenants, including (a) all members of the main class who were charged for in-house
8 repair or cleaning; and (b) all members who were charged for outside services.

9 21. After requesting and receiving a continuance to take additional discovery,
10 Defendants opposed class certification on July 9, 2021. Plaintiffs filed their reply on July 23,
11 2021. Shortly before the certification hearing, Defendants applied *ex parte* to submit new
12 evidence in opposition, which Plaintiffs opposed.

13 22. On August 4, 2021, the Court held the hearing on class certification. After
14 argument, the Court issued a detailed ruling, granting certification of the Main Class and
15 Subclasses as proposed by Plaintiffs, and appointing Affeld Grivakes LLP and Law Offices of
16 Jimmie Davis Parker, APC as co-lead counsel. The court has since substituted Diamond
17 McCarthy LLP for Affeld Grivakes LLP. A true copy of the Court's Order Granting Plaintiffs'
18 Motion for Class Certification and Appointment of Class Counsel is attached as **Exhibit 1**.

19 **Settlement Discussions**

20 23. The parties engaged in settlement discussions for approximately three years, first
21 from mid- 2019 through May 2022 and again from March through June 2023. During this time,
22 they worked with two highly qualified mediators, the Honorable Richard A. Stone (Ret.) of
23 Signature and the Honorable Dickran M. Tevrizian (Ret.) of JAMS. Virtually all the settlement
24 discussions prior to reaching the initial settlement in principle occurred through the mediators.

25 24. The parties held an initial mediation session with Judge Stone on July 25, 2019.
26 This session was unsuccessful but provided a framework for obtaining the information needed
27 to engage in meaningful settlement discussions and to support a settlement if one were reached.
28 This first session led to the negotiations through which Plaintiffs obtained the file sampling.

1 25. In March 2021, shortly before Plaintiffs moved for certification, the parties had a
2 further mediation session with Judge Tevrizian. Although the parties appeared somewhat closer
3 in settlement range, they were again unsuccessful. It became clear that Plaintiffs would need to
4 file their Motion for Class Certification, and potentially secure a ruling on that motion, before
5 the parties would be in a similar range. Judge Tevrizian remained in contact with counsel for
6 several months to keep the discussions going. While class certification briefing was underway,
7 counsel engaged through Judge Tevrizian, but were unable to get into a workable range.

8 26. After class certification, on or about October 4, 2021, Defendants served Code of
9 Civil Procedure § 998 offers reflecting a combined total of \$6,000,000 or \$3,000,000 for each
10 subclass. Plaintiffs disputed that the offers were effective and did not accept.

11 27. Plaintiffs proposed a settlement bracket through Judge Tevrizian. In response,
12 Defendants made a last, best, and final settlement offer of \$10,000,000 in cash, which is
13 reflected in the final settlement agreement. With Judge Tevrizian's encouragement, Plaintiffs
14 accepted this offer on or about December 7, 2021.

15 28. Counsel then spent approximately a month negotiating a detailed Term Sheet of
16 the material terms of the settlement. A true copy of the Term Sheet is attached as **Exhibit 2**.

17 29. The parties then negotiated long-form settlement agreements, which were
18 executed shortly before Plaintiffs moved for preliminary approval on June 1, 2022. This was
19 also a time-consuming process and involved several iterations to comport with the parties'
20 Term Sheet, Civil Code § 1950.5, this Court's guidelines for class action settlements, and
21 required additional due diligence on class membership and damages data.

22 **The Parties' Comprehensive Data Analysis**

23 30. After Plaintiffs filed their first Motion for Preliminary Approval, an apparent class
24 member who did not appear on the class list contacted Plaintiffs' counsel. I raised this issue
25 with defense counsel. Defendants' counsel advised us on July 15, 2022 that the class data on
26 which the settlement was based appeared to be unreliable and potentially inaccurate by a
27 significant margin. Plaintiffs withdrew from the settlement and informed the Court that they
28 did not wish to proceed with preliminary approval at that time.

1 31. Plaintiffs then served a further round of discovery relating to class damages and
2 class composition, including an Inspection Demand, Requests for Production, and Special
3 Interrogatories. Defendants resisted this discovery. Plaintiffs also moved for the appointment
4 of a referee to oversee the gathering and compilation of class composition and damages data.

5 32. Ultimately, the parties reached a compromise by having two teams of experts
6 review and analyze Defendants’ tenant accounting data. Defendants engaged outside accounting
7 firm Green Hasson & Janks LLP (“GHJ”) and Plaintiffs engaged a team of three experts led by
8 Larry Berliner of StandpointIT.

9 33. GHJ delivered its initial report and supporting schedules on or about October 31,
10 2022. After consultation among counsel and experts, it became clear that the most efficient
11 way for Plaintiffs’ experts to review GHJ’s findings was for Plaintiffs’ experts to collect a
12 substantial portion of the data from GHP’s tenant accounting databases and run independent
13 analysis. Plaintiffs’ experts gathered the data through a series of sessions working in
14 conjunction with GHP and GHJ. From December 2022 through February 2023, Plaintiffs’
15 experts performed their independent analysis of the data. I also reviewed a large volume of the
16 data myself in consultation with Mr. Berliner.

17 34. After a series of discussions among Plaintiffs’ experts, GHJ, and counsel, GHJ
18 adjusted its methodology and generated an updated set of class composition and damages data.
19 Mr. Berliner and I reviewed the revised methodology and findings in detail, including
20 conducting a manual review of many individual tenants’ data and follow up discussions. Based
21 on this analysis, I am comfortable that GHJ’s revised analysis is sufficiently reliable to identify
22 class members, calculate damages exposure, and allocate the settlement.

23 35. A true copy of GHJ’s Supplemental Report is attached hereto as **Exhibit 3**.

24 36. Ultimately, the parties’ data analysis reflected that the prior damages estimate
25 slightly *overstated* the estimated damages. Based on the initial findings by both sides’ experts,
26 the parties resumed their settlement discussions in March 2023. They were ultimately able to
27 renegotiate the settlement on terms materially similar to the prior settlement.

28

1 **The Settlement Agreement**

2 37. A true copy of the final Class Action Settlement Agreement is attached as **Exhibit**
3 **4.** Exhibits to the Settlement Agreement are marked as Exhibits 4-1 through 4-5.

4 **Preliminary Approval**

5 38. Plaintiffs again moved for Preliminary Approval on June 30, 2023. The Court
6 held a hearing on August 2, 2023, and directed a series of revisions to the Settlement
7 Agreement and Class Notice. The parties made these revisions by way of Addendum No. 1, a
8 true copy of which is attached hereto as **Exhibit 5.**

9 39. The Court held a further hearing on August 24, 2023, and indicated that it was
10 tentatively inclined to grant preliminary approval, subject to updates to the Class Notice and
11 Preliminary Approval Order. Plaintiffs submitted the updated Notice and Order on August 30.
12 A true copy of the Court’s Order Granting Preliminary Approval of Class Action Settlement
13 (the “Preliminary Approval Order”) is attached hereto as **Exhibit 6.**

14 **Class Notice and Administration**

15 40. Consistent with the terms of the Settlement Agreement, the cash portion of the
16 settlement has been placed in escrow with an independent distribution agent, Stretto, Inc., under
17 escrow instructions approved by the Court.

18 41. In its Preliminary Approval Order, the Court appointed CPT Group, Inc. (“CPT”)
19 as settlement administrator. CPT was one of two firms we considered. CPT is the more
20 established of the two companies and its flat fee bid for notice and administration was price
21 competitive with the non-guaranteed estimate provided by the other firm. Due to its
22 competitive pricing, experience in administration of large class settlements, and the certainty of
23 its bid, the parties chose CPT.

24 42. On July 12, 2023, I provided CPT with the class list generated from Defendants’
25 tenant accounting database and vetted by GHJ and our experts. CPT then conducted its own
26 analysis of class data in consultation with counsel for all parties. This analysis resulted in the
27 removal of several duplicate entries from the class list, which appeared to be tenants who had
28 lived in multiple units at different times and a small number of roommates who were listed

1 more than once for unknown reasons.

2 43. CPT also maintains a dedicated class website, www.GHPClassAction.com. A
3 printout of the main page of the website is attached hereto as **Exhibit 7**. The class website
4 contains information about the settlement and approval process, significant dates, copies of key
5 pleadings and orders, and copies of the class notice in English, Spanish, and Chinese.

6 44. Both CPT and Plaintiffs' counsel have set up dedicated email addresses to respond
7 to inquiries from class members. I have actively monitored the email account and responded to
8 these inquiries to ensure that CPT has updated contact information for class members. I
9 understand that CPT also maintains a toll-free number for class member questions.

10 45. To date, I have not received any objections or "opt outs" from class members.

11 **Fairness Analysis**

12 46. As discussed above, the current settlement was the product of arms-lengthy
13 negotiations primarily between lead counsel for GHP, Jason Haas, and me. Most of this
14 discussion was conducted through Judge Stone and Judge Tevrizian prior to reaching the initial
15 settlement in principle in December 2021. We reached the initial settlement only after
16 extensive discovery, described above, and successfully moving for class certification. The final
17 settlement followed the comprehensive analysis of class composition and damages data
18 conducted by two sets of experts also described above. It is my opinion that the settlement is
19 abundantly fair and in the best interest of the class.

20 47. As set forth in GHJ's Supplemental Report (Exhibit 3), the total repair and
21 cleaning charges subject to Civil Code § 1950.5(g) withheld by Defendants during the class
22 period of July 13, 2014 through June 30, 2022 are \$7,359,930.79. The analysis also reflects
23 approximately 33,879 class members, which I understand to include 18,508 primary tenants
24 (households), plus co-tenants and roommates.

25 48. The damages figure of approximately \$7.36 million represents the total potential
26 recovery by Plaintiffs for improper repair and cleaning charges, assuming that Defendants are
27 not entitled to offset any charges. This figure is subject to discretionary double damages under
28 Civil Code § 1950.5(l) upon a showing of bad faith, may be subject to punitive damages as an

1 alternative to statutory damages, and is potentially subject to pre-judgment interest.

2 49. CPT Group has provided estimated payment-acceptance rates in the range of 40%
3 to 79% depending on case type as set forth more fully in the accompanying Declaration of Julie
4 Green. Attached as **Exhibit 8** is a spreadsheet reflecting class members' average monetary
5 recovery and recovery percentage at various acceptance rates between 40% and 100%.

6 50. The estimated mean recovery after deducting attorney fees, litigation expenses,
7 administration expenses, and representative service awards is \$345 per household or \$192 per
8 tenant, assuming a 100% acceptance rate. A 100% acceptance rate, however, is not realistic. At
9 payment acceptance rates in the more realistic range of 60% to 80%, this will result in a mean
10 recovery of approximately \$431 to \$575 per household or \$240 to \$319 per tenant.

11 51. While Plaintiffs are confident of their position, the settlement considers the risks
12 of further litigation in this action both on the merits and with respect to maintaining
13 certification. The primary risk faced by Plaintiffs and the class is the possibility that
14 Defendants would be permitted to litigate offsets to tenants' recovery for repair and cleaning
15 charges actually incurred. Plaintiffs contend that because Defendants' failure to comply with
16 Civil Code § 1950.5(g) was in bad faith, they are not entitled to litigate offsets. Plaintiffs also
17 contend that Defendants' claim to offsets is barred by unclean hands and laches. Nonetheless,
18 Defendants have maintained throughout this case that they are entitled to litigate individual
19 offsets on a tenant-by-tenant basis, and that Plaintiffs must establish bad faith withholding of
20 deposits on an individual basis.

21 52. Litigation of offsets could substantially reduce Plaintiffs' total damages and result
22 in a recovery of less than the \$7.36 million, and substantially less than the \$10 million that
23 Defendants have agreed to pay. While Plaintiffs contend that many of Defendants' repair and
24 cleaning charges were fraudulent, it is likely that Defendants were required to incur certain
25 repair and cleaning charges when tenants moved out, consistent with custom and practice in the
26 rental industry. In addition, Defendants "proof of payment" sampling, despite having many
27 flaws, did suggest that Defendants incurred some portion of the charges assessed. Defendants
28 have also asserted that many class members owe amounts in excess of their deposits, meaning

1 that even if Plaintiffs prevailed on their primary theory, some tenants could recover nothing.

2 53. A jury could also find that certain of the uniform violations identified by Plaintiffs
3 are not actually violations of Civil Code § 1950.5(g). For example, Plaintiffs contend that
4 describing move-out charges only as “maintenance” is not a reasonable description as required
5 by section 1950.5(g). A jury could find otherwise. This would eliminate a substantial number
6 of class members and could also significantly reduce damages.

7 54. In addition, Plaintiffs presented statistical evidence from Dr. Kelly, reflecting that
8 Defendants’ tenant files had defective or inadequate disclosures in approximately 75% of cases.
9 *See Decl. of Colleen Kelly.* Plaintiffs contend that Defendants did not send out the disclosures
10 in the tenant files, as evidenced by the testimony of multiple class members and Defendants’
11 admission that it “backfilled” the tenant files. Nonetheless, if a jury determined that Defendants
12 did routinely send out the disclosures, this could result in a reduction of class membership and
13 damages by approximately 25%.

14 55. The potential litigation of offsets also adds risk, uncertainty, and complexity to
15 this case. No published decision has squarely addressed how to address offset claims on a class
16 basis since 1995. The most recently published authority on class security deposit claims was
17 decided while this case was pending. These cases leave significant open questions about how
18 to pursue deposit claims and address claimed offsets on a class basis.

19 56. The prospect of litigation over deposit offsets also creates significant practical
20 problems and would result in costly and time-consuming litigation. While Plaintiffs have a plan
21 for proving damages classwide and addressing potential offsets, it will be a time-consuming and
22 costly process. Plaintiffs proposed addressing offsets using a multi-step analysis, including (a)
23 excluding offsets that are unsupported by corresponding bills, invoices, or receipts; (b)
24 conducting a statistical sampling from Defendants’ primary vendors and tenants to identify
25 repeated deficiencies and an average reasonable move-out charge; and (c) engaging in special
26 master proceedings as necessary to address offset claims. This process would require
27 comprehensive analysis of Defendants’ accounting records and files and many depositions or
28 special master hearings to develop a reliable sample. Given the small average size of the

1 deposits, and the size of the settlement, performing extensive statistical analysis and special
2 master proceedings does not appear to be cost justified.

3 57. The complexity in litigating offsets also creates some risk to certification through
4 trial. Defendants have maintained that offset claims involve too many individualized issues to
5 justify class treatment at trial.

6 58. All parties are better off with the settlement, which does not credit Defendants
7 with any offsets, and requires full repayment of all relevant charges. The primary advantage of
8 the settlement is that it will return to tenants all or substantially all of the repair and cleaning
9 deductions without having to litigate over whether Defendants are entitled to offsets or whether
10 the repair and cleaning charges were legitimate. It is likely that nearly all class members will be
11 better off because the settlement reflects more than 100% of the charges.

12 **Experience and Basis for Fee and Expense Award**

13 59. The attorneys working on this matter have significant experience in class action
14 and other complex litigation in California state courts and Federal Courts as set forth in their
15 respective declarations.

16 60. I am the primary attorney representing Plaintiffs Chen and Chiang and am a
17 partner at Diamond McCarthy LLP. I graduated from UCLA School of Law in 2007 with
18 Order of the Coif honors. I then clerked for the Honorable David O. Carter of the United States
19 District Court for the Central District of California from 2007 through 2008. Thereafter, I was
20 a litigation associate at Sullivan & Cromwell LLP (2008-2012), a partner and named partner of
21 Van Vleck Zaller & Robinson LLP (formerly Van Vleck Turner & Zaller LLP) (2012-2017),
22 and an attorney and partner of Affeld Grivakes LLP (2017 to October 2023). My practice has
23 focused on complex cases, including class actions, derivative actions, and representative
24 actions. I have been counsel in several class and putative class cases on both the plaintiff and
25 defense sides, including the following: *Brantley v. NBC Universal, Inc.*, 675 F.3d 1192 (9th Cir.
26 2012) (defendant; trial court representation), *Hatfield v. Halifax, PLC*, 564 F.3d 1177 (9th Cir.
27 2009) (defendant; on appeal); *Franco-Gonzalez v. Holder*, Case No. 10-2211 (C.D. Cal. 2010)
28 (class plaintiffs); *Galfer v. City of Los Angeles*, Case No. 13-0664 (C.D. Cal. 2013) (counsel for

1 putative class); *Middle Rider v. Moving Solutions, Inc.*, Case No. 17-04015 (N.D. Cal. 2017)
2 (defense); *Francisco Alvarez v. National Retail Systems, Inc., et al.*, Case No. CIVSB2129212
3 (San Bernardino Superior Court 2021) (defense); *Jose Bahena v. Pflug Packaging &*
4 *Fulfillment, Inc., et al.*, Case No. STK-CV-UCE-2023-1617 (San Joaquin Superior Court 2023)
5 (defense); *Alexi Barahona v. Empire Workforce Solutions*, Case No. 21STCV25814 (L.A.
6 Superior Court 2021) (defense); *Maricruz Murillo v. Empire Workforce Solutions*, Case No. 30-
7 2021-01237698 (Orange County Superior Court 2021) (defense); *Jonathan O. Sanchez v.*
8 *Empire Workforce Solutions*, Case No. 22STCV22929 (L.A. Superior Court 2022) (defense). A
9 true copy of my biography, summarizing my experience, is attached as **Exhibit 9**.

10 61. Diamond McCarthy LLP is dedicated to vigorously prosecuting this case on
11 behalf of Defendants' former tenants and has the wherewithal and resources to do so.

12 62. As a partner of multiple law firms over the past 10 years, I am familiar with the
13 rates charged by counsel of similar experience and qualification in Southern California. I have
14 been responsible for negotiating hourly rates with clients. I have also discussed billing rates
15 with colleagues and other attorneys. I have made many fee applications and motions for
16 sanctions over the years and am familiar with the rates awarded by courts.

17 63. I am informed and believe that the following rates are fair and reasonable rates for
18 my time in connection with this matter:

19 2018-2019: \$550.00 per hour

20 2020: \$595.00 per hour

21 2021: \$650.00 per hour

22 2022: \$700.00 per hour

23 2023: \$750.00 per hour

24 64. Courts have consistently approved my hourly rates in a similar range. Examples
25 of the cases in which I have been awarded fees in this range include: *Abelyan v. Geragos, et*
26 *al.*, L.A.S.C. Case No. 19STCV40558, Second District Case No. B310636, 88 Cal.App.5th
27 1005 (\$700.00 for work performed primarily in 2022; \$595.00 per hour for work in 2020);
28 *Adam Kidan v. Chartwell Staffing Services, Inc., et al.* (2023) Orange County Superior Court

1 Case No. 30-2021-01186369 (\$645.00 per hour for work performed in 2022 and 2023); *Zeleny*
2 *v. Becerra* (N.D. Cal. Feb. 24, 2022) Case No. 17-7357, 2022 WL 562824 (\$595.00 blended
3 rate for work performed between 2017 and early 2022); *Van Kleef v. Azria, et al.* (2021) L.A.
4 Superior Court Case No. 19STCV38303 (\$595 per hour for work performed in 2021); *Dekin v.*
5 *Attila LLC, et al.*, L.A.S.C. Case No. BC705912 (2019) (\$550 for work in 2019); *Geragos &*
6 *Geragos v. Lew*, L.A.S.C. Case No. 19STCV00253 (2019) (same); *O’Neil Digital Solutions,*
7 *LLC v. Lucanish*, L.A.S.C. Case No. BC657947 (2019) (\$595.00 for work in 2019); *Abelyan v.*
8 *Geragos, et al.*, L.A.S.C. Case No. 19STCV40558 (2020) (\$595 for work in 2020).

9 65. Attached as **Exhibit 10** is a true copy of the Adjusted Laffey Matrix, a
10 benchmarking tool for attorney fees. As reflected in the Adjusted Laffey Matrix, the requested
11 rates are substantially below the benchmark rates for an attorney of my years of experience.

12 66. Attached as **Exhibit 11** is an accurate summary of my hours spent in connection
13 with this case. I have detailed time entries and would provide them to the Court if necessary.

14 67. Attached as **Exhibit 12** is an accurate summary of the costs incurred by Diamond
15 McCarthy LLP in connection with this case as well as backup.

16 68. Attached as **Exhibit 13** is a true copy of excerpts of the form leases produced by
17 Defendants in this matter reflecting that tenants are entitled to recover fees.

18 69. I have also reviewed the hourly rates submitted by my co-counsel and have
19 consulted with our fee expert Grant Stiefel. It is my opinion that the hourly rates sought by all
20 the attorneys representing Plaintiffs and the class are reasonable and consistent with market
21 rates in the Los Angeles area.

22 **Basis for Class Representative Service Awards**

23 70. As set forth in the First Amended Complaint, at the time Ms. Chen and Mr.
24 Chiang filed suit, Defendants had withheld their entire deposits and had asserted that they owed
25 additional amounts, which Defendants had threatened to send to collections. Plaintiffs took on
26 not only a monetary risk, but also a risk of adverse credit reporting, to bring this action.

27 71. Ms. Chen and Mr. Chiang also did significant work. Both participated in a pre-
28 filing investigation, which uncovered substantial evidence of Defendants’ unlawful conduct.

1 They responded to two rounds of written discovery. They also spent hours preparing for and
2 sitting for depositions. Plaintiffs also actively participated in settlement discussions, and Ms.
3 Chen attended mediation in person. Ms. Chen and Mr. Chiang also stayed apprised of the
4 developments in this case, provided declarations in support of class certification and settlement
5 approval, and reviewed and approved each iteration of the settlement. They have remained
6 involved and responsive in this case for more than five years.

7 **Cy Pres Distribution**

8 72. I understand that Public Counsel is an appropriate organization to receive a cy
9 pres distribution under Code of Civil Procedure § 384(b). Attached as **Exhibit 14** is a true copy
10 of a Public Counsel brochure on Cy Pres Awards. As set forth therein and in Public Counsel’s
11 promotional materials, Public Counsel provides representation to low-income and indigent
12 litigants, including relating to housing discrimination, affordable housing, landlord/tenant
13 relations, and homelessness prevention. Prior to the distribution, counsel will request that the
14 funds disbursed to Public Counsel be used for its housing programs.

15 **Additional Materials**

16 73. For ease of reference, attached as **Exhibits 15** and **16**, respectively, are true copies
17 of the Declarations of Xin Chen and Brian Chiang submitted at class certification. Exhibits to
18 these declarations have been omitted for brevity.

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

21 Executed this 15th day of October, 2023 at Los Angeles, California.

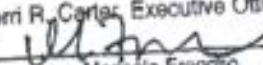
22
23 /s/ Damion Robinson
24 Damion Robinson
25
26
27
28

EXHIBIT 1

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2 Damion D. D. Robinson, State Bar No. 262573
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FILED
Superior Court of California
County of Los Angeles

SEP 13 2021

Sherri R. Cortez, Executive Officer/Clerk
By  Deputy
Mariela Freigoso

6 Attorneys for Plaintiffs Xin Chen and Brian Chiang
7 individually and on behalf of all others similarly situated

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

11 XIN CHEN, an individual; and BRIAN
12 CHIANG, an individual; individually and on
13 behalf of all others similarly situated;

13 Plaintiffs,

14 vs.

15 GHP MANAGEMENT CORPORATION, a
16 California corporation, *et al.*

16 Defendants.

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION AND APPOINTMENT OF
CLASS COUNSEL**

Date: August 4, 2021
Time: 10:00 a.m.
Dept. SS-6

Action Filed: July 13, 2018
Trial Date: None Set

21
22 The Motions of Plaintiffs Xin Chen and Brian Chiang, and Plaintiff Kierney
23 Waldron in the related action *Waldron v. GHP Management Corporation, et al.*, Case No.
24 19STCV03833 (collectively, "Plaintiffs"), for Class Certification and Appointment of Class
25 Counsel (the "Motions") came before the Court for hearing on August 4, 2021 at 10:00 a.m. in
26 Department 6 of the above-entitled Court.

27 Having considered the moving, opposing, and reply papers, the evidence
28 submitted, the Supplemental Declaration of Dalena Ngo, the arguments of all counsel, and the

1 records and files in this matter, the Court GRANTS Plaintiffs' Motions as follows.

2 **I. APPEARANCES AND COUNSEL**

3 The following counsel appeared at the hearing on the Motions.

- 4 1. Damion D. D. Robinson (argued) of Affeld Grivakes LLP for Plaintiffs
5 Xin Chen and Brian Chiang.
- 6 2. Jimmie Davis Parker of Law Offices of Jimmie Davis Parker, APC and
7 Richard Scott Lysle of Law Offices of Richard Scott Lysle for Plaintiff
8 Kierney Waldron.
- 9 3. Jason L Haas (argued) and Siobhan Amin of Ervin Cohen & Jessup LLP
10 and Robert A. Latham III of Freeman Mathis & Gary, LLP for Defendants
11 GHP Management Corporation, et al. ("Defendants").

12 **II. FINDINGS**

13 In support of its order, the Court finds as follows.

14 **A. Background.**

15 Defendants own and operate approximately two dozen apartment complexes in
16 Southern California.

17 Plaintiffs Xin Chen and Brian Chiang (the "Chen Plaintiffs") lived in the Orsini
18 apartment complex in Downtown Los Angeles, which is owned and managed by Defendants.
19 When the Chen Plaintiffs moved out of their apartments at the Orsini complex, they allege that
20 Defendants failed to provide them the mandatory disclosures required by Civil Code § 1950.5,
21 but that Defendants nonetheless withheld their entire security deposits. They also allege that
22 Defendants claimed additional amounts for move-out charges in excess of their deposits. The
23 Chen Plaintiffs are represented by David W. Affeld, Damion Robinson, and David Markevitch
24 of Affeld Grivakes LLP and Edward L. Wei, Esq. in this action.

25 Plaintiff Kierney Waldron ("Waldron") lived in the DaVinci apartment complex
26 in Downtown Los Angeles, which is owned and managed by Defendants. When Waldron
27 moved out of her apartment at the DaVinci complex, she alleges that Defendants failed to
28 provide her the mandatory disclosures required by Civil Code § 1950.5, but that Defendants

1 nonetheless withheld a portion of her security deposit. Waldron is represented in this action by
2 Jimmie Davis Parker of Law Offices of Jimmie Davis Parker, APC and Richard Scott Lysle of
3 Law Offices of Richard Scott Lysle.

4 The thrust of Plaintiffs' cases is Defendants' alleged uniform, systematic,
5 unlawful, and bad faith retention of tenant security deposits. Plaintiffs assert causes of action for
6 violation of Civil Code § 1950.5, breach of contract, conversion, and unfair business practices
7 under Business & Professions Code § 17200. Each of Plaintiffs' causes of action depends on an
8 alleged violation of Civil Code § 1950.5.

9 Plaintiffs seek certification of a main class and two sub-classes as follows:

10 Main Class: All former tenants of Defendants who moved out of Defendants'
11 apartment complexes between July 13 of 2014 and the present and from whom
12 Defendants withheld more than \$125 of their security deposits.

13 Invoice Subclass: Members of the Main Class from whom Defendants withheld
14 their security deposits, in whole or in part, for labor performed by outside vendors.

15 Maintenance Subclass: Members of the Main Class from whom Defendants
16 withheld their security deposits, in whole or in part, for in-house labor.

17 Plaintiffs' theory of liability is twofold. *First*, Plaintiffs allege that Defendants did
18 not provide tenants any of the supporting vendor invoices required by Civil Code § 1950.5. In
19 other words, Defendants were required to send vendor invoices to departing tenants for all
20 outside work done by vendors, but Plaintiffs allege that Defendants consistently failed to do so.

21 *Second*, Plaintiffs allege that Defendants' itemized statements sent to former
22 tenants failed to "reasonably describe the work performed" by in-house staff, *see* Civ. Code §
23 1950.5(g)(2)(A), by including generic descriptions such as "maintenance" or "in-house labor"
24 without elaboration.

25 Code of Civil Procedure § 382 authorizes class actions "when the question is one
26 of a common or general interest, of many persons, or when the parties are numerous, and it is
27 impracticable to bring them all before the court." As the California Supreme Court set forth in
28 *Sav-On Drug Stores v. Superior Court* (2004) 34 Cal.4th 319, 326,

1 the party seeking certification has the burden to establish the existence of both an
2 ascertainable class and a well-defined community of interest among class members.
3 The “community of interest” requirement embodies three factors: (1) predominant
4 common questions of law or fact; (2) class representatives with claims or defenses
5 typical of the class; and (3) class representatives who can adequately represent the
6 class.

7 The certification question is “essentially a procedural one that does not ask whether
8 an action is legally or factually meritorious.” A trial court ruling on a certification
9 motion determines “whether ... the issues which may be jointly tried, when
10 compared with those requiring separate adjudication, are so numerous or substantial
11 that the maintenance of a class action would be advantageous to the judicial process
12 and to the litigants.”

13 (Citations omitted; modifications in original). The California Supreme Court continues,

14 the focus in a certification dispute is on what type of questions—common or
15 individual—are likely to arise in the action, rather than on the merits of the case, in
16 determining whether there is substantial evidence to support a trial court’s
17 certification order, we consider whether the theory of recovery advanced by the
18 proponents of certification is, as an analytical matter, likely to prove amenable to
19 class treatment. “Reviewing courts consistently look to the allegations of the
20 complaint and the declarations of attorneys representing the plaintiff class to resolve
21 this question.”

22 *Id.* at p. 327 (citations omitted).

23 **A. Numerosity and Ascertainability.**

24 Numerosity and ascertainability are satisfied. Defendants do not contest
25 numerosity or ascertainability. Class members can be identified through the class definition
26 proposed and Defendants have contact information for class members. The parties agree that the
27 class size is around 15,000 former tenants.

28 **B. Community of Interest**

1. Predominant Common Issues

29 The central issue in class certification is whether the questions that will arise in
30 the action are common or individual. *Sav-On, supra*. Those issues “must be of such a nature
31 that [they are] capable of classwide resolution—which means that the determination of [their]
32 truth or falsity will resolve an issue that is central to the validity of each one of the claims in one
33 stroke.” *Wal-Mart Stores, Inc. v. Dukes* (2011) 564 U.S. 338, 350. To make this determination,
34 the Court “must evaluate whether the theory of recovery advanced by the plaintiff is likely to
35 prove amenable to class treatment.” *Jaimez v. Daihatsu USA, Inc.* (201) 181 Cal.App.4th 1286,

1 1298 (quoting *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, overruled
2 on other grounds in *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955).

3 A class action is “not permitted if each member is required to ‘litigate substantial
4 and numerous factually unique questions’ before recovery may be allowed.” *Arenas v. El Torito*
5 (2010) 183 Cal.App.4th 723, 732 (quoting *Acree v. General Motors Accept. Corp.* (2001) 92
6 Cal.App.4th 385, 397). If a class action is split into individual trials, common questions do not
7 predominate and litigation in a class format is inappropriate.

8 Plaintiffs did not move and Defendants did not oppose on the grounds that
9 predominance is a factor with respect to each discrete cause of action. Instead, the Motion and
10 the Opposition agree that the thrust of the putative class action is built around Defendants’
11 alleged violation of Civil Code § 1950.5.¹ Each of Plaintiffs’ causes of action turns on an
12 alleged violation of section 1950.5. Thus, certification ultimately hinges on whether common
13 questions of fact and law predominate as to the violation of section 1950.5.

14 **a. Legal Framework for Security Deposits**

15 Section 1950.5(e) allows a landlord to withhold from a tenant’s security deposit
16 “only those amounts as are reasonably necessary” to compensate for, among other things, repair
17 of the premises, excluding ordinary wear and tear, and cleaning of the premises to return the unit
18 to the same level of cleanliness as it was in at the inception of the tenancy. *See also* Civ. Code §
19 1950.5(b).

20 Section 1950.5 further provides:

21 No later than 21 calendar days after the tenant has vacated the premises ... the
22 landlord shall furnish the tenant, by personal delivery or by first-class mail, postage
23 prepaid, a copy of an itemized statement indicating the basis for, and the amount of,
any security received and the disposition of the security, and shall return any
remaining portion of the security to the tenant.

24 Civ. Code § 1950.5(g)(1). The California Supreme Court considered section 1950.5 in
25 *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 744-45, noting:

26 From the plain language of the statute we conclude that a landlord (1) must return
27 a tenant’s security deposit within the specified period after the termination of the
tenancy, (2) may retain all or part of the security deposit as compensation for unpaid

28 ¹ Unless otherwise specified, section references herein are to the Civil Code.

1 rent, repairs, and cleaning, and (3) must provide a written accounting of any
2 amounts retained within the specified period. If, within the specified period, the
3 landlord has not provided the tenant with a written accounting of the portion of the
security deposit he plans to retain, the right to retain all or part of the security deposit
under section 1950.5, subdivision (f), has not been perfected, and he must return the
entire deposit to the tenant.

4 In 2003, the California Legislature expanded on the portion of section 1950.5
5 discussed in *Granberry* by requiring the landlord to include copies of documents showing
6 charges incurred and deducted, as follows: (1) “[i]f the landlord or the landlord’s employee did
7 the work, the itemized statement shall reasonably describe the work performed”; and (2) “[i]f the
8 landlord or landlord’s employee did not do the work, the landlord shall provide the tenant a copy
9 of the bill, invoice, or receipt supplied by the person or entity performing the work.” Civ. Code
10 § 1950.5(g)(2)(A) and (B). “The landlord need not comply” with these requirements if the
11 “deductions for repairs and cleaning together do not exceed one hundred twenty-five dollars.”
12 *Id.*, subd. (g)(4).

13 Although the version of section 1950.5 in effect when *Granberry* was decided did
14 not include the specific disclosures required by subdivisions (g)(2)(A) and (B), the amended
15 language of section 1950.5(g) simply parses out the disclosure requirements based on whether
16 repairs or cleaning were accomplished by in-house employees or by outside vendors. At its
17 core, the new language simply adds requirements that the landlord must also provide supporting
18 information and documentation of the itemized deductions. Because the amended language
19 simply expands on the original requirements, the reasons set forth in the *Granberry* decision
20 logically apply by extension.

21 Plaintiffs’ theory of liability rests mostly on the notion that Defendants failed to
22 perfect Defendants’ right to retain all or part of the security deposits by failing to provide the
23 disclosures required under section 1950.5(g)(2)(A) and (B). Plaintiffs contend that Defendants’
24 failure to provide those disclosures makes their retention of the security deposits unlawful under
25 section 1950.5, and also a breach of contract, conversion, and/or unfair business practices.

26 **b. Plaintiffs’ Showing of Predominant Common Questions**

27 Based on the disclosure requirements of section 1950.5(g) and *Granberry, supra*,
28 the primary question on Plaintiffs’ Motion is whether common evidence predominates on the

1 issues of whether Defendants made the required disclosures and withheld their security deposits.
2 Plaintiffs allege that Defendants uniformly failed to make the disclosures as a matter of policy
3 and practice.

4 In support of their argument that Defendants' statutory violations are based on
5 companywide policies and/or practices, Plaintiffs submit, among other things, the following: (a)
6 evidence of Defendants' written policies; (b) Person Most Qualified ("PMQ") deposition
7 testimony of three of Defendants' employees Ambar Reyes (community manager), Lawrence
8 Hall (regional manager), and Ashley Barrientos (community manager); (c) Plaintiffs'
9 declarations and those of 16 putative class members; and (d) the declaration of statistician and
10 statistical consultant Colleen Kelly, Ph.D. Plaintiffs' evidence, described in more detail below,
11 is sufficient at this stage to show that Defendants' alleged failure to provide required disclosures
12 could be established with common proof of a classwide policy and/or practice.

13 This evidence shows that Defendants administered security deposits at all
14 complexes under a uniform policy, and had two sets of written policies and procedures during
15 the class period (one from approximately 2014 to 2018, and another adopted in early 2019).
16 These policies applied to all of Defendants' complexes. In addition, the management of the
17 complexes and administration of security deposits and security-deposit disclosures was
18 centralized with GHP Management Corporation, which set policies and provided all employee
19 training.

20 With respect to the lack of invoices, Plaintiffs elicited testimony from Defendants'
21 PMQ, Ms. Barrientos, that if invoices did not appear in the tenant files, then they were not
22 mailed out to tenants. Barrientos Depo. at p. 89. Plaintiffs have submitted evidence that a
23 significant number of tenant files do not contain the required invoices. A logical inference is
24 that the invoices were not mailed out to tenants.

25 Plaintiffs also submit evidence that nonspecific language like the word
26 "maintenance" or its functional equivalent appears in itemized statements in Defendants' records
27 as the description of work performed. When a manager of Defendants was presented with
28 records describing the work as "maintenance" only, and asked if she could ascertain what labor

1 was performed, she was unable to do so, even in some instances with reference to irrelevant
2 factors. Such testimony of Defendants' PMQs and/or corporate employees with knowledge
3 illustrates common proof applicable to the entire class.

4 Plaintiffs have also submitted numerous declarations from Plaintiffs and putative
5 class members confirming Defendants' uniform practices. These declarations and the attached
6 documents show that Defendants failed to provide invoices or otherwise simply provided
7 itemized statements describing charges as "maintenance" or the functional equivalent. The
8 Plaintiffs and class declarants represent a wide array of Defendants' complexes, including the
9 Orsini, DaVinci, Piero, Skyline Terrace, Paseos, Riverpark, Colony Townhomes, and Medici.

10 Finally, Plaintiffs submit expert analysis of a sampling of 450 of Defendant's
11 tenant files by Colleen Kelly, Ph.D., a statistician with 30 years of consulting experience and a
12 former tenured professor at San Diego State University. Dr. Kelly appropriately did not render
13 any legal opinion on the validity or completeness of Defendants' disclosures, but gave a
14 statistical assessment of the rates of non-compliance based on counsel's legal assessment. She
15 determined that incomplete "maintenance" descriptions appeared in 54.9% of files with a 95%
16 confidence interval between 44.9% and 59.9%. She further determined that the files missing
17 invoices represented 44.4% of the sample with a 95% confidence interval of 39.0% to 49.9%.
18 Combined, Dr. Kelly determined that files with either an incomplete "maintenance" description
19 and/or missing invoice(s) represent 75% of the sample, with a 95% confidence interval between
20 71% and 80.3%. Extrapolating for the entire class period, Dr. Kelly's analysis suggests non-
21 compliant files for approximately 13,563 former tenants.

22 Plaintiffs also rely on *Peviani v. Arbors at California Oaks Property Owner LLC*
23 (2021) 62 Cal.App.5th 874, which was also a case by residential tenants alleging, among other
24 things, bad faith retention of security deposits in violation of section 1950.5 and unfair
25 competition. The trial court denied class certification, finding that individualized issues
26 predominated, including regarding the reasonableness of deductions. The Court of Appeal
27 reversed concluding, among other things, that lack of commonality was not a ground to deny
28 certification. It reasoned that the defendants had options for proving the reasonableness of

1 deductions on a classwide basis, and were not required to prove reasonableness unit-by-unit.

2 **c. Defendants' Arguments**

3 Defendants argued that *Peviani* was wrongly decided and subject to review by the
4 California Supreme Court. Since the filing of Defendants' Opposition, the California Supreme
5 Court denied review, so *Peviani* remains good law and the Court is bound to follow it.

6 Defendants also argue that *Peviani* is distinguishable because it involved only a
7 single complex with a single manager, but Defendants have approximately two dozen complexes
8 with 150 managers. But, the size of Defendants' business does not bear on the legal principles
9 applicable in *Peviani*. This is particularly true where, despite its size and multiple locations,
10 Defendants' business is operated pursuant to common leadership, central administration, and
11 universal written policies.

12 Defendants also argue that trying Plaintiffs' claims on a classwide basis through
13 sampling would violate Defendants' due process rights, citing *Duran v. U.S. Bank National*
14 *Association* (2014) 59 Cal.4th 1. In *Duran*, the trial court determined that a class of 260
15 employees had been misclassified based on a sampling, but the California Supreme Court
16 reversed the judgment, in part, because the sampling was inadequate. However, *Duran* did not
17 hold that a class cannot be certified if it would rely on statistical analysis to establish liability.
18 Instead, the court in *Duran, supra*, at p. 38, expressly stated, "no case, to our knowledge, holds
19 that a defendant has a due process right to litigate an affirmative defense as to each individual
20 class member."

21 Here, Defendants' contention that the charges imposed on particular units is an
22 affirmative defense, likely going to damages. The reasonableness of the charges is not part of
23 Plaintiffs' theory of liability, which focuses on noncompliance with the provisions of section
24 1950.5 requiring invoicing and descriptions of the work performed. Furthermore, courts have
25 allowed statistical sampling in the liability context, not just for damages, where there is "some
26 glue" that binds the class together apart from statistical evidence. *Lubin v. The Wackenhut Corp.*
27 (2016) 5 Cal.App.5th 926, 952. The testimony of Defendants' PMQs / managers, along with
28 written policies, constitute the "glue" that binds class members together separate and apart from

1 statistical evidence.

2 Defendants also argue that changes in their policies and practices over time, or
3 improved knowledge of the written policies around the end of 2018, present individualized
4 questions. Leaving aside the clear negative implication, *i.e.*, that there was substantial room for
5 improvement in knowledge and compliance with move-out policies, this fails to negate any
6 commonality finding because the evidence would still be common. That the policies may have
7 changed midstream does not make those policies and/or practices less applicable on a classwide
8 basis. The revised policies would still be evidence of a uniform practice.

9 **c. Conclusion: Common Questions Predominate.**

10 In sum, the Court finds that the deposition testimony from the PMQs along with
11 the expert analysis and tenant records operate as common proof which could be used to establish
12 unlawful policies and practices which are universally applicable. This is further substantiated
13 through multiple declarations of former tenants and Plaintiffs' own declarations.

14 Given (a) the similarity of conduct by Defendants regarding the administration of
15 the move-out disclosures and security-deposit withholdings; (b) Defendants' policies and
16 procedures; and (c) the universal legal theory advanced by Plaintiffs and the facts being
17 established classwide through multiple means, the Court finds that the claims are amenable to
18 being established through common proof, such that common questions of fact and law will
19 predominate over individualized questions.

20 **C. Typicality**

21 Plaintiffs contend that their claims are typical of the class. They set forth
22 evidence that they, like the other class members, moved out from Defendants' complexes.
23 Defendants withheld all or significant portions of each of their deposits. Plaintiffs have set forth
24 evidence that Defendants violated section 1950.5 in the same manner as alleged with respect to
25 the class as a whole, *i.e.*, that no invoices were provided to them and/or the itemized statements
26 contained inadequate descriptions of the work.

27 Defendants do not reasonably challenge typicality.

28 Accordingly, the Court finds that Plaintiffs' claims are typical of the class.

1 **D. Adequacy.**

2 “The primary criterion for determining whether a class representative has
3 adequately represented a class is whether the representative, through qualified counsel,
4 ‘vigorously and tenaciously protected the interests of the class.’” *Simons v. Horowitz* (1984)
5 151 Cal.App.3d 834, 846 (quoting *Gonzalez v. Cassidy* (5th Cir. 1973) 474 F.2d 67, 75).

6 Defendants have not raised any question about the ability or willingness of the
7 Plaintiffs or their counsel to litigate this case. The Court finds proposed class counsel to be
8 qualified and experienced to do so. Accordingly, the standard for adequacy is met.

9 Defendants’ only argument against adequacy is that they may be able to pursue
10 former tenants for the costs of repair and maintenance in excess of the withheld security
11 deposits. Defendants state that they will file a cross-complaint against all class members who
12 still owe money and seek an affirmative judgment. Defendants claim that the risk of a judgment
13 against many class members creates a conflict of interest with the class representatives, ~~even~~
14 ~~through Plaintiff Chen faced the same risk.~~ The Court considers this argument tenuous.

15 ~~As an initial matter, Defendant cannot reasonably suggest that they are acting in~~
16 ~~the best interest of class members. Defendants oppose certification because it is not in~~
17 ~~Defendants’ interest, and it is not logical that Defendants can pursue their own interests and~~
18 ~~those of class members at the same time. Moreover,~~ Defendants fail to cite any California
19 authority remotely suggesting that a vague threat of counter-litigation bears on the adequacy
20 analysis, much less on class certification as a whole. Defendants offer only abstractions as to
21 what risk class members actually bear, and have not taken any steps to pursue the threatened
22 counter-litigation. Importantly, Plaintiffs are similarly situated, including Plaintiffs Chen and
23 Chiang against whom Defendants assessed charges in excess of their deposits.

24 **E. Superiority / Substantial Benefits**

25 Finally, the Court must carefully weigh the respective benefits and burdens of
26 certification and to allow maintenance of a class action only where substantial benefits exist both
27 for litigants and the Court. Courts must pay careful attention to manageability concerns. *Duran,*
28 *supra*, 59 Cal.4th at p. 29. “In considering whether a class action is a superior device for

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1 resolving a controversy, the manageability of individual issues is just as important as the
2 existence of common questions uniting the proposed class.” *Id.*

3 Courts consider many factors in determining whether a class action is a superior
4 method of resolving litigation, including, but not limited to: (a) whether the alleged claims
5 would not be pursued except by way of a class action or whether multiple lawsuits are likely
6 without certification; (b) whether individual rights can be adequately protected in a class action;
7 and (c) whether class treatment is more efficient and economical than adjudicating the potential
8 number of individual cases. Based on these factors, the Court finds that class litigation would
9 provide a substantial benefit to the litigants and the Court, and that a class action is a superior
10 method of handling this case.

11 In a case, such as this one, where Defendants’ alleged unlawful conduct is
12 uniformly applicable to class members, there are significant common questions. The typical
13 amounts withheld are, at most, the full amount of the deposit of around \$500.00, and sometimes
14 less. These amounts are unlikely to warrant individual litigation. In addition, litigating whether
15 Defendants’ uniform policies and/or practices relating to move-out disclosures are unlawful a
16 single time on behalf of over 10,000 potential claimants is particularly preferable.

17 Plaintiffs have proposed a reasonable trial plan at this stage. They propose a two-
18 phase trial with a first liability phase on whether Defendants failed to provide mandatory
19 disclosures under Civil Code § 1950.5 and whether that failure was in bad faith. At this phase,
20 Plaintiffs would present the types of evidence described above, as well as testimony from
21 Defendants’ employees, non-cumulative testimony from tenants, and a statistical sampling,
22 which may be larger than the current sampling. Plaintiffs have also represented that they may
23 put on testimony from vendors and former employees about Defendants’ alleged bad faith,
24 including charging for expenses not incurred by Defendants and fabricating invoices.

25 ~~If the jury at the first phase finds bad faith, no second phase will be necessary. If~~
26 ~~a jury finds that Defendants did not act in bad faith a second trial phase will be necessary.~~
27 ^{a second phase trial,} Plaintiffs propose trying classwide equitable defenses to Defendants’ claims of offset, including
28 laches and unclean hands, to narrow the scope of offsets that Defendants can assert. Plaintiffs

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1 request that any surviving offset claims be addressed by a special master.

2 Defendants suggest some deficiencies with Plaintiffs' expert declaration and argue
3 that class treatment is not appropriate under *Duran*. The Court does not find the asserted
4 deficiencies sufficient to preclude certification. *Duran* does not require Plaintiffs to present a
5 perfect statistical model or complete their statistical analysis at the early class-certification stage.
6 Plaintiffs' trial plan passes muster at this stage of the proceeding.

SMB
7 ~~The Court is mindful of the manageability concerns raised by Defendants, and~~
8 ~~will not allow the matter to proceed to trial unless there is a manageable trial plan proposed,~~
9 ~~including an appropriate statistical model under *Duran* if Plaintiffs intend to rely on this method~~
10 ~~of proof. The trial plan must describe the theories of the case, outline the elements, and indicate~~
11 ~~the specifics of how Plaintiffs intend to prove each element. Plaintiffs must also be prepared to~~
12 ~~address how they plan to handle individual claims if necessary, including through statistical~~
13 ~~analysis or a special master. The parties can address manageability issues with the Court at~~
14 ~~future conferences.~~

15 As it stands at this stage, judicial economy weighs in favor of this case being
16 brought as a class action with respect to Civil Code § 1950.5 violations and derivative claims.

17 **III. ORDER**

18 Based on the foregoing, the Court ORDERS as follows:

- 19 1. Plaintiffs' Motions are GRANTED.
- 20 2. The Main Class and Sub-Classes set forth in Plaintiffs' Motions are

21 CERTIFIED;


22 3. Affeld Grivakes LLP and Law Offices of Jimmie Davis Parker, APC are
23 APPOINTED as co-lead counsel for the Class.

24 The Court sets a further Status Conference in this matter on October 6, 2021 at
25 9:00 a.m. regarding class notice. All parties are ordered to confer on class notice and to submit a
26 Joint Report not later than September 27, 2021 attaching a proposed notice. If the parties are
27 unable to agree upon a proposed notice, each side may submit its own notice and the parties shall
28 submit a redlined copy reflecting the differences in the proposed notices.

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It is SO ORDERED.

Dated: 9/13/21


The Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

09/20/2021

EXHIBIT 2

SETTLEMENT TERM SHEET

January 10, 2022

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

This term sheet reflects the material terms of the parties' contemplated settlement of the above-referenced actions (the "Actions") between Xin Chen, Brian Chiang, and Kierney Waldron (along with the represented Class and Subclasses, "Plaintiffs") and Defendants GHP Management Corporation, et al. ("Defendants"). This term sheet is non-binding and is subject to formal documentation and Court approval. **Within three (3) business days of the date of execution of this term sheet, the parties shall file with the Court a Notice of Settlement of Entire Action, reflecting a conditional settlement, both in the trial court proceedings and in Defendants' pending appeal.**

Total Settlement Amount Defendants shall pay \$10,000,000 USD in full and final settlement of the Actions, inclusive of all fees, costs, and other charges (the "Settlement Amount").

Settlement Class Definition For purposes of settlement only, the "Settlement Class" shall be defined as "all former tenants of Defendants who moved out during the Settlement Class Period from whom Defendants withheld more than \$125.00 of their security deposits other than for non-payment of past rent or unpaid utilities/RUBS, excluding former tenants who were evicted or who have previously settled their claims against Defendants." The Settlement Class shall contain customary exclusions for the Court and its staff, Defendants, and Defendants' employees. The Settlement Class Period shall be defined as the period four years prior to the filing of the *Chen* action to the effective date of the parties' long-form settlement agreement. There shall be no subclasses for purposes of administering the settlement.

To the extent that Defendants made withholdings other than for non-payment of rent or unpaid utilities/RUBS, the former tenant will be included in the Settlement Class only to the extent that (a) after deducting the unpaid rent and unpaid utilities/RUBS, the tenant's remaining deposit was equal to or greater than \$125.00; and (b) Defendants withheld or deducted \$125.00 or more, excluding any deductions for unpaid rent and/or unpaid utilities/RUBS.

Class Administrator CPT Corp. or an alternative administrator mutually agreeable to all parties (the "Class Administrator")

Costs of Administration

The costs of administering the settlement, including the costs of notice and sending payment and the fees and costs of the Class Administrator, shall be paid from the Settlement Amount.

Escrow

Within 20 days after the Court preliminarily approves this Settlement, Defendants shall place the total Settlement Amount in escrow with the Class Administrator to be disbursed as provided herein. Counsel for the Parties will agree to draft escrow instructions sufficient to accomplish the objectives of the settlement agreement.

In the event the Settlement does not obtain final approval from the Court, one half of the costs of administration incurred up through that date shall be deducted from the Settlement Amount and the remainder of the Settlement Amount, and without any further deductions, shall be returned to Defendants by the Class Administrator within 10 business days. The remaining one half of the costs of administration incurred up through the date final approval of the Settlement is rejected shall be the financial responsibility of Plaintiffs and their counsel, and the Class Administrator will look only to those parties for payment.

Delivery of Class List

Defendants shall deliver a list of the name, last known address, and telephone number of each member of the Settlement Class (the "Class List") to Plaintiffs' counsel and the Class Administrator within 30 days after the execution of the parties' long-form settlement agreement.

The Class list shall also contain information sufficient to calculate a *pro rata* distribution including the amount of security deposit withheld by Defendants. Co-lessees will be deemed to be entitled to an equal share of the amount withheld for the entire leasehold pursuant to the claims distribution procedure further discussed herein.

Notice to Class Members

The parties shall endeavor in good faith to prepare a mutually-agreeable form of notice to members of the Settlement Class (the "Settlement Notice"). The Settlement Notice shall be sent by the Class Administrator via First Class Mail to the last known address of each member with forwarding requested within ten (10) business days of the date of initial approval. The mailed notice shall contain a prominent notice that copies of the notice are available in Spanish and Chinese on the

settlement website described below, along with a link to that website.

The Class Administrator shall prepare a website with information for Settlement Class members, processing of claims, maintain a toll-free number for class member inquiries, and shall cause notice to be published in the L.A. Times. The class website shall contain a translation of the Settlement Notice in Spanish and Chinese.

Disbursement of Class Funds

Opt-Out Settlement: Class members will be given an opportunity to object or opt-out of the settlement.

Allocation of Proceeds. The Settlement Amount, less Plaintiffs' attorney's fees and costs, class representative incentive payments, and the costs of settlement notice and administration (the "Net Proceeds") shall be allocated among the Settlement Class on a weighted average basis based upon the relative amounts withheld from the security deposit of each member of the Settlement Class. If multiple tenants were party to the lease for a particular unit, then the portion of the settlement proceeds allocated to the security deposit of such unit shall be divided equally among them.

Initial Payment. The Class Administrator shall issue a first settlement payment to all members of the Settlement Class at their last known address within five (5) business days of the date of final approval of the settlement (the "First Settlement Payment"). The First Settlement Payment shall be made by check and sent via First Class U.S. Mail with forwarding requested. Such checks shall expire after a period of 120 days from the date of issuance.

Returned Payments. To the extent that the First Settlement Payment is returned to the Class Administrator as undeliverable to any member of the Settlement Class, the Class Administrator shall use "skip tracing" to identify a valid address for such class member and shall re-issue the First Settlement Payment within ten (10) days of the return of the payment, sent to the address identified through "skip tracing."

Unclaimed Amounts. 180 days after the date of the First Settlement Payment (the "Cutoff Date"), the Class Administrator shall cancel all settlement checks that have not been cashed for whatever reason. The Class Administrator

shall have discretion to re-issue a check to a Settlement Class member who so requests within 14 days of the Cutoff Date. All amounts unclaimed as of the Cutoff Date shall be referred to as the “Unclaimed Amounts.”

Distribution of Unclaimed Amounts. The Settlement Administrator shall allocate the Unclaimed Amounts among the members of the Settlement Class who accepted the First Settlement Payment on a weighted average basis based upon the relative amounts withheld from the security deposit of each member of the Settlement Class who accepted the First Settlement Payment (the “Second Settlement Payment”). The Second Settlement Payment shall be by check sent via First Class U.S. Mail to the same address as the Initial Payment.

Final Accounting and Cy Pres Distribution. 180 days after the date of the Second Settlement Payment (the “Second Cutoff Date”), the Class Administrator shall cancel all checks for the Second Settlement Payment. The remaining balance of the Net Proceeds shall be disbursed to a charitable organization mutually agreeable to all parties.

Releases

The settlement agreement shall contain a mutual release as between Defendants, Plaintiffs, and the members of the Settlement Class, as to (a) all claims against Defendants and their insurers relating to the administration of security deposits of members of the Settlement Class, including, without limitation, (i) the withholding of amounts from members’ security deposits; and (ii) non-compliance with Civil Code § 1950.5; and (b) all claims by Defendants against members of the Settlement Class for repair and/or cleaning charges against Plaintiffs and members of the Settlement Class (the “Release”). The Release shall specifically exclude the following (a) claims by Defendants for unpaid rent against Plaintiffs or members of the Settlement Class; and (b) claims for wrongful death or personal injury by members of the Settlement Class.

Non-Monetary Consideration

The settlement shall include an agreement on the part of Defendants to comply with Civil Code § 1950.5, including by delivering the documents required by that section to departing tenants, on a going forward basis.

Defendants represent and warrant that they do not report any move-out charges to credit reporting agencies. Defendants agree that they shall not report any of the move-out charges

released by this settlement nor shall they challenge or dispute any request by any member of the Settlement Class to have any negative credit information relating to repairs or cleaning charges removed from his or her credit report.

Representative Incentives

Each of the named Plaintiffs shall receive a class representative incentive payment of \$10,000.

Attorney's Fees and Costs

Plaintiffs' attorney's fees and costs shall be determined by the Court on motion. Defendants shall not dispute any item of costs actually incurred by Plaintiffs' counsel nor any request for fees not exceeding 35% of the Settlement Amount.

Motion for Approval

Plaintiffs shall file a motion for settlement approval within 45 days of the date the long-form agreement is fully executed (the "Approval Motion"). Defendants will not oppose said motion and will reasonably cooperate with Plaintiffs in preparing the same, including providing necessary information and declarations. Defendants shall be prepared to declare the total amount of security deposits withheld during the Settlement Period and to identify the name, building, and unit number of each Class Member.

The parties will cooperate in good faith to address any objections to the settlement.

Objections and Opt Outs

Any class member objecting to the settlement shall provide his or her objections, in writing, to Plaintiffs' counsel and Defendants' counsel within 45 days of the date of the Settlement Notice. Counsel shall provide copies of such objections to the Court. Any class member seeking to appear at the final approval hearing in order to object must (a) make a written objection to Plaintiffs' counsel and Defendants' counsel, as provided above, and (b) file a written objection with the Court at least 14 calendar days before the date of the final approval hearing.

Any class member seeking to opt out of the class shall do so by written notice within 45 days of the date of the Settlement Notice by providing written notice of the same to the Class Administrator. Any member who opts out shall not be party to the settlement and shall be excluded from the allocation of settlement proceeds and releases described above.

If more than 500 class members timely object to or opt out of the settlement, then the settlement shall be null and void.

Stay of Discovery

All discovery in the action shall be stayed while final approval of the Settlement is pursued. On final approval of the Settlement, all discovery shall be considered withdrawn and of no further legal effect. In the event the Settlement is rejected by the Court, the parties shall meet and confer as to the appropriate deadlines and dates for pending discovery.

Tolling of Five Year Rule

The time period from entry of this Term Sheet to the date of the hearing on Final Approval of any settlement, including any continued hearing on Final Approval, shall be excluded from the three-year time period to bring this action to trial under Code of Civil Procedure § 283.420 and the five-year time period to bring this action to trial under § 583.310.

Stay of Appeal

The appeal filed by Defendants in the Second District Court of Appeal for the State of California (Case No. B316382) shall be stayed while final approval of the Settlement is pursued. On final approval of the Settlement, the appeal shall be dismissed with prejudice by Defendants within five court days. In the event the Settlement is rejected by the Court, the appeal shall be revived, and the parties agree that Defendants shall have at least 75 days from the date of the final rejection of the Settlement to file an opening brief in support of their appeal.

By: Jason L Haas
Jason Haas
Ervin Cohen & Jessup LLP
Attorneys for Defendants

By: _____
Damion Robinson
Affeld Grivakes LLP
Attorneys for Plaintiffs

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By: _____
Jason Haas
Ervin Cohen & Jessup LLP
Attorneys for Defendants

By: 

Damion Robinson
Affeld Grivakes LLP
Attorneys for Plaintiffs

EXHIBIT 3

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

XIN CHEN & KIERNEY WALDRON, et al.	:	
	:	
Plaintiffs,	:	Case Nos. BC713402 and 19STCV03883
	:	
vs.	:	
	:	
GHP MANAGEMENT CORPORATION, a California corporation, et al.	:	
	:	
Defendants	:	

**SUPPLEMENTAL EXPERT REPORT OF PETER W. BROWN
OF GREEN HASSON JANKS LLP**

JUNE 30, 2023

**SUPPLEMENTAL EXPERT REPORT OF PETER W. BROWN
OF GREEN HASSON JANKS LLP
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I. OVERVIEW

A. Scope of Assignment

1. Green Hasson Janks LLP (“GHJ”) has been engaged by Ervin Cohen & Jessup LLP (“Counsel”) on behalf of GHP Management Corporation and related entities (collectively, “GHP”), in connection with the above-captioned lawsuits (the “Lawsuits” or “Complaints”).
2. At Counsel’s request, we have been engaged to identify individuals that meet certain criteria for being considered as “Class Members” in the subject Lawsuits, referred to herein and in the supporting exhibits as the “Class List.” We have also been engaged to perform analyses to determine what, if any, economic damages may be owed to the Class Members as a result of the plaintiffs’ allegations in the subject Lawsuits.
3. I previously issued an expert report dated October 31, 2022 (my “Original Report”). Subsequent to the issuance of that report, I have refined the methodology utilized in the Class List analysis. A detailed description of the methodology is included further below in this report.

II. BACKGROUND

4. GHP owns and manages multiple apartment complexes located throughout the Los Angeles metropolitan area (the “GHP apartment complexes”). Potential Class Members are former GHP tenants. Plaintiffs allege that GHP improperly withheld

security deposit funds and/or made improper deductions from security deposits after Class Members had moved out of the GHP apartment complexes.¹

5. Plaintiffs allege that Class Members are individuals consisting of “all past, current, and future tenants of the Defendants who have vacated or will vacate their apartment units leased from Defendants during the Class Period...and who have had or will have their security deposits withheld, in whole or in part, other than for non-payment of rent, late charges, or returned-check charges.”² The Complaint also references three additional subclasses: (1) apartment tenants at the Orsini apartment complex, (2) apartment tenants who had or will have money withheld from their security deposits for painting, and (3) apartment tenants who have had or will have money withheld from their security deposits for cleaning.³
6. On September 13, 2021, the Court in the above-captioned actions granted a motion certifying a “Main Class” of “[a]ll former tenants of Defendants who moved out of Defendants’ apartment complexes between July 13, 2014 and the present from whom Defendants withheld more than \$125 of their security deposits other than for non-payment of rent” and certain other exclusions. (hereafter, the “Main Class”).⁴ The Court also certified two subclasses in that order, but the work set forth below relates solely to the Main Class and does not

¹ See Complaint dated January 31, 2019.

² *Ibid* at paragraph 112.

³ *Ibid*.

⁴ Order Granting Plaintiff’s Motion for Class Certification and Appointment of Class Counsel dated September 13, 2021. See also Plaintiffs’ Notice of Motion and Motion for Class Certification and Appointment of Class Counsel dated April 26, 2021, which defines the “Main Class.”

attempt to identify which individuals might qualify for one or both of the subclasses.⁵

7. On May 31, 2022, the parties to this action agreed to a settlement class definition similar to the definition of the certified Main Class, but it permitted deductions including both the “non-payment of past rent (inclusive of parking) or unpaid utilities/RUBS”.⁶ I understand that recently, the parties agreed to revise that settlement class definition to permit deductions for rental charges, parking charges, utilities charges, common area or shared utilities charges (“RUBS”), lost key or access device charges, late fees, and other similar charges unrelated to the repair, maintenance, or cleaning of a residential unit.
8. The “Class Period” for the Main Class runs from four years and 21 days prior to the filing of the Complaint, which we understand began on 7/13/2014. The “Class Period” continued, for the purposes of this analysis, through 6/30/2022.
9. Plaintiffs’ prayer for relief includes a request “for an equitable accounting to determine, identify, locate, and restore to Plaintiffs and all other Class Members the amounts wrongfully withheld by Defendants.”⁷ For the purposes of this determination, tenants with aggregate deductions to their security deposits equal to or less than \$125 have been excluded from the Main Class (and any Subclasses).⁸

⁵ *Ibid.*

⁶ Class Action Settlement Agreement dated May 31, 2022 at section 2.1.

⁷ Complaint at page 33, section E.

⁸ Complaint at page 32, section B3.

A. Data Available to Identify Class Members

10. GHP maintains its rental and tenant records relating to the GHP apartment complexes at issue in the Lawsuits in two separate computer platforms and databases – Yardi and RealPage.
11. Yardi is a web-based property management software platform commonly used by property owners with large portfolios to manage operations, execute leases, run analytics, and provide resident, tenant, and investor services.⁹ GHP utilizes Yardi for all of the GHP apartment complexes except for the GHP Lorenzo apartment complex (“Lorenzo”).
12. RealPage is also a web-based real estate platform that provides data analytics, property management, and other services to manage rental properties and real estate.¹⁰ RealPage includes functionality that allows for the ability to manage multiple subtenants (roommates) within the same apartment unit, which is why GHP uses this software for its Lorenzo property. Lorenzo is located near the University of Southern California campus and its student clientele tend to have multiple tenants in each apartment unit.
13. GHP initially attempted to work with Yardi to retrieve the relevant data to generate the Class List from the Yardi database using report templates created by Yardi; however, the Yardi report templates either (1) did not pull all of the relevant data, or (2) the reports did not allow for the data to be pulled in a manner that would facilitate the ability to determine the Class List in an efficient

⁹ <https://www.yardi.com/products/yardi-voyager/>. Date of access: 21 October 2022.

¹⁰ <https://www.realpage.com>. Date of access: 21 October 2022.

manner.¹¹ Due to the large volume of data relevant to the Lawsuits, GHJ utilized SQL queries to extract the relevant data from Yardi in determining the Class List.

14. Structured Query Language or “SQL” is a programming language used to interact with databases. A query is essentially a set of instructions given to a server that allows specific data to be pulled and for simple operations to be performed on the data.

15. All of the SQL queries that GHJ utilized to extract transactional data relevant to the Class List follow the same general structure, which can be divided into three main sections – (1) Select, (2) Source, and (3) Constraints.

16. For example, below is a simple SQL query that includes a **Select** command, a data **Source** and a **Constraint**:

```
SELECT TenantName FROM tenant WHERE status = "PAST"
```

Select: The SELECT command instructs the server to include all relevant data in the field (column) named “TenantName” from the database.

Source: In this part of SQL query, the Source command is the instruction “FROM,” which instructs the server to pull the data from the “tenant” table.

Constraint: The constraint in this query is the instruction “WHERE,” which instructs the server to include only tenants who have a value of “PAST” in the “status” column, meaning only include tenants that have moved out.

¹¹ Attempts to obtain the requested information directly from Yardi were unsuccessful; therefore, GHJ determined that the most efficient and effective method to obtain the relevant data was to write and execute custom SQL queries. See **Exhibit 1** - Email from Yardi representative dated 09/14/2022.

B. Extracting Data from the Yardi Database

17. During review of the output of our initial SQL queries, it was noted that write off activity in Yardi is occasionally assigned to the wrong charge code. Yardi utilizes multiple charge codes for write-off activity. The coding error appears to be due to the pro-rated rent being credited upon the move-out date (after security deposit accounting starts) whereas it should be applied as of the rent charge date (e.g., the 1st day of the month). Based on my review and analysis, it does appear that the amount of the write-off charges themselves are correct; the activity is merely being coded to the incorrect write-off charge code.
18. Our previous methodology (as described in my Original Report) relies in part on the write-off charge codes utilized in Yardi. However, due to the Yardi error in how write-offs are applied, it was necessary for us to refine the methodology and recalculate the write-off activity programmatically to determine the correct write-off charge code.
19. Our previous SQL queries ran each property separately with little to no aggregation; GHJ performed the aggregation in Excel after the queries were run. Our revised SQL query automates the process to allow analysis of all properties simultaneously and aggregates the results with traceable code.¹² In addition, our query adds a condition to allow turn charges (“Turn Charges”) to be aggregated that do not have the move-out (“:moveout”) designation within Yardi but that

¹² See **Exhibit 12**: Updated Master SQL Code. This supersedes the previously provided **Exhibits 4 and 4a-4aa** to my Original Report. In addition, **Exhibits 5a-5aa, 6, 9, and 9a-9aa** to my Original Report are deprecated under the current methodology.

occur after the move-out date. This allowed us to capture relevant Turn Charges which may not have been properly tagged by the automated system.

20. Our initial class list relied in part on an analysis of each tenant's security deposit less their security deposit refund ("deposit minus refund methodology").

However, upon further review of the output of this analysis, anomalies were identified which were erroneously excluding certain potential Class Members from the Class List. To correct for this issue, our revised methodology no longer relies on deposit minus refund. Instead, it is reliant solely on charges.

21. GHJ designed a custom traceable SQL query to pull the relevant transactional data from the Yardi database and aggregate it into a master datasheet in Excel.¹³

The SQL query and process for retrieving the data was identical for each property.

22. The SQL query was designed to capture and aggregate the following information:

- a. Property name: Each apartment complex has a unique numerical identifier within the database. A list of the GHP apartment complexes and their numerical identifiers is attached as **Exhibit 2**.
- b. Date Range Constraint: For each property, identify all tenant(s) that moved out between July 13, 2014 and June 30, 2022 (the "Class Period").¹⁴
- c. Move Out Charges: For each tenant who moved out during the Class Period, capture and aggregate all move out charges incurred. A list of the relevant move out charge codes is included in **Exhibit 13**.

¹³ See **Exhibit 12**: Updated Master SQL Code.

¹⁴ GHJ pulled data from July 13, 2014 (the beginning of the Class Period) through June 30, 2022 (the most recent monthly period for which financial data had been closed out at the time of the data pull).

23. Certain constraints were added to the default SQL General Ledger query to precisely capture only relevant transactions occurring with individuals included in the Class Period for the Class List. The additional filters applied were as follows:
- a. Move Out Date is between 7/13/2014 and 6/30/2022 (inclusive).
 - i. Transactions are still pulled outside this range (e.g. if a charge occurred after the move out date). This filter ensures that only transactions relevant to users who moved out during the Class Period will be pulled.
24. In order to capture all relevant data, GHJ's SQL query began by capturing all relevant fields and data from GHP's general ledger. This master query, annotated with a description of the query parameters, is attached as **Exhibit 12**.

A. Extracting Data from RealPage

25. RealPage is a closed software system that does not allow for customized reporting. As such, GHP coordinated with RealPage's customer support team, which extracted data pertaining to move out transactions for the period 07/13/2014 – 06/30/2022.¹⁵ At the time my Original Report was issued, RealPage data was only available for the period 07/13/2014 – 02/28/2022. Subsequent to the issuance of my Original Report, GHJ obtained RealPage data for 03/01/2022 – 08/31/2022,¹⁶ which allowed us to update our analysis through the end of the Class Period (06/30/2022). No additional class members were added from the

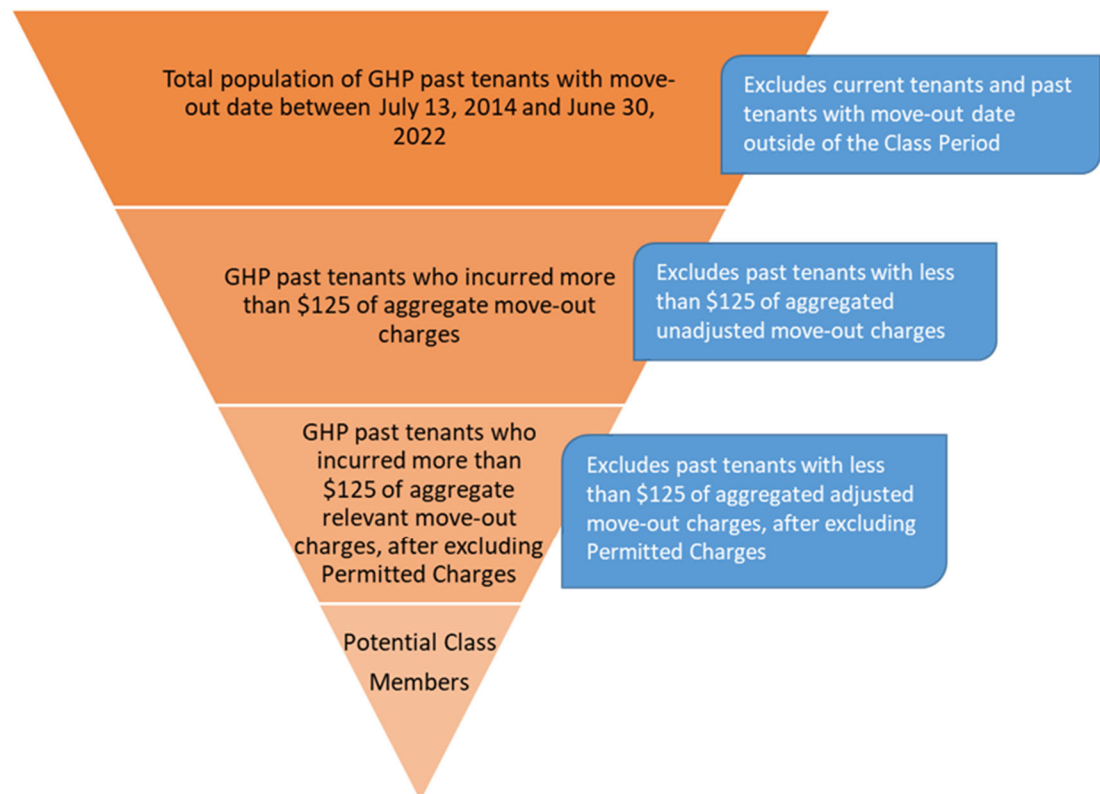
¹⁵ See **Exhibit 7** – Master RealPage Raw and Relevant Data Extract.

¹⁶ See **Exhibit 15** – GHJ Analysis of Lorenzo - March 2022 through August 2022.

additional analysis. Since RealPage was able to isolate only the relevant activity, it was not necessary for GHJ to perform separate SQL queries to determine the Class List for Lorenzo.

B. Identifying the Class List

26. GHJ extracted all of the relevant data for the GHP apartment complexes as described above.¹⁷ We then analyzed the data to determine whether the past tenant should be included in the potential Class List, based on whether the past tenant incurred more than \$125 of aggregate move out charges from the relevant list of Turn Charge codes.¹⁸



¹⁷ See **Exhibit 12** – Updated Master SQL Code.

¹⁸ See **Exhibit 12** – Updated Master SQL Code and **Exhibits 7 and 15** – Master RealPage Raw and Relevant Data Extract and Master RealPage Raw and Relevant Data Extract for March 2022-August 2022.

27. GHJ designed a SQL query to (1) aggregate Permitted Charges (e.g., rent owed), (2) deduct Permitted Charges from the tenant's security deposit, and (3) aggregate relevant Turn Charges deducted from the tenant's security deposit. If a tenant incurred more than \$125 in Turn Charges deducted from their security deposit after deductions for Permitted Charges, then GHJ included them as a potential member of the Class List.
28. Yardi and RealPage capture detailed charges incurred by GHP's tenants. When charges are recorded in the system, they are recorded under the relevant charge code. Charge codes classify the charge by type (e.g., rent, security deposit, cleaning fee, etc.).
29. We understand that while Yardi and RealPage capture all charges incurred by GHP's tenants, only certain charge codes should be included when analyzing whether the past tenant incurred more than \$125 of aggregate move out charges. For the purposes of this analysis, charge codes fall into one of three categories:
- a. "Permitted Charges," such as past due rent, are move out charge codes that we understand would not or should not qualify a tenant for class membership and that should be deducted from the tenant's security deposit prior to any other adjustments.
 - b. "Turn Charges" are move out charge codes that could make a former tenant potentially eligible for class membership.
 - c. "Irrelevant Charges," such as renter's insurance, are excluded from this analysis as they are not move out charges. These charges codes are neither Permitted Charges nor Turn Charges in relation to this analysis. This

category also includes charge codes that have no activity during the Class Period.

30. While the RealPage database captures each tenant on an individual lease (with no distinction for roommates), the Yardi database reports only the primary tenant (the first person listed on the lease agreement with GHP). However, some tenants in the Yardi database have one or more roommates. For those potential Class Members who incurred and paid more than \$125 of aggregate move out charges after adjusting for transactions under Permitted Charge Codes, GHJ ran a separate report to capture any additional tenants (aside from the primary tenant) who should be included in the potential Class List. Yardi assigns each primary tenant listed on the lease agreement with a unique numerical identifier. Therefore, GHJ performed a separate query to pull all tenants associated with the corresponding numerical identifier.¹⁹

31. Subsequent to my Original Report, it was determined that the roommate data stored in Yardi is incomplete. GHP captures roommate data in Yardi as well as in another external system, On-Site. On-Site is primarily used for processing rental applications and renewals. Unfortunately, the roommate information contained in Yardi and the roommate information contained in On-Site do not have fully matching roommate records, and neither set is inherently more complete/correct. As such, it is our view that no one single source can be considered the system of record. Yardi and On-Site use separate unique identifiers to track tenants; therefore, GHJ used a text matching algorithm along with unit number data to join

¹⁹ See **Exhibit 16** –Yardi Roommate SQL Code.

the Yardi and On-Site lists of tenants. While it is our view that a perfect roommate listing is not possible given the data limitations identified, we have endeavored to match and reconcile as much of the roommate information between the two software systems as possible. As such, we believe our roommate information is as complete and accurate as the data and the systems will currently allow.²⁰ We have used this reconciled roommate data to build the most accurate list of potential Class Members as possible given the data limitations identified.

32. Based on the procedures described above, GHJ identified the potential Class Members who incurred more than \$125 in move out transactions after adjusting for Permitted Charge Codes, including the primary tenant and any additional tenants listed on the lease agreement. The corresponding Class List is attached as **Exhibit 14**.

33. A summary of the Class List, which aggregates the number of primary tenants included in the Class List by year and by the aggregate relevant charges withheld from tenant security deposits under the corresponding leases, is included in Tables 1 and 2 below. The detailed Class List included in **Exhibit 14** includes a complete listing of the potential Class Members, including all identified roommates.

²⁰ See **Exhibit 17** – Yardi On-Site Roommate R Code.

Table 1 - Yardi (including On-Site) Summary of Tenants included in Class List by Year

Year	Tenants	Security Deposit Withheld for Turn Charges
Roommates	15,371	\$ -
2014	1,146	\$ 496,934
2015	2,499	\$ 1,089,797
2016	2,508	\$ 1,134,543
2017	2,708	\$ 1,220,649
2018	2,735	\$ 1,144,535
2019	2,209	\$ 830,364
2020	1,668	\$ 567,304
2021	937	\$ 351,012
2022	245	\$ 84,886
Total	32,026	\$ 6,920,025

Table 2 - RealPage (“Lorenzo”) Summary of Primary Tenants included in Class List by Year

Year	Tenants	Security Deposit Withheld for Turn Charges
2014	291	\$ 48,116.61
2015	345	\$ 73,743
2016	258	\$ 57,485
2017	273	\$ 72,360
2018	173	\$ 34,309
2019	1	\$ 130
2020	511	\$ 151,684
2021	1	\$ 2,078
Grand Total	1,853	\$ 439,905

Combined Totals: 33,879 \$7,359,930

C. Validation Procedures

34. To validate that the data set retrieved from Yardi was complete, GHJ personnel observed while GHP personnel ran our master SQL query and exported the results directly to GHJ.²¹

III. PROFESSIONAL QUALIFICATIONS

A. Qualifications

35. I am a Partner in the certified public accounting firm of GHJ where I serve as the practice leader for Forensic Services. I am a Certified Public Accountant currently licensed in California, Arizona, and Colorado. I also hold Certified in Financial Forensics (“CFF”) and Accredited in Business Valuation (“ABV”) certifications issued by the American Institute of Certified Public Accountants (“AICPA”). I have a bachelor’s degree in managerial economics from the University of California, Davis and a master’s degree in business administration from Loyola Marymount University.

36. I am the former Chair of the California Society of Certified Public Accountants (“CalCPA”) Forensic Services Section. I am also a current member of CalCPA’s statewide Council.

37. I am a former member of the AICPA’s Executive Committee for Forensic and Valuation Services.

38. My professional career includes multiple engagements quantifying damages in commercial litigation, performing valuations and lost profits analyses, acting as a

²¹ See **Exhibit 12** – Updated Master SQL Code.

third-party neutral in merger and acquisition accounting disputes, and performing forensic accounting investigations. I have experience with a wide range of industries including real estate, technology, financial services, entertainment and governmental entities.

39. I have performed previous litigation services and served as an expert witness in numerous matters.

40. A true and correct copy of my current curriculum vitae is attached as **Exhibit 11**.

B. Nature of Assignment and Professional Standards

41. Our services were performed and this report was prepared solely in connection with the Lawsuit. GHJ performed the services and developed the report for the use and benefit of its client and disclaims any contractual or other responsibility to others based on their access to or use of this report and the information contained herein.

42. We performed our services in accordance with the Forensic Services standards established by the AICPA. Accordingly, we are providing no attestation or other form of assurance with respect to our work and we did not audit any of the information provided to us.

43. Our work was limited to the specific procedures and analyses described herein and was based only on the information made available to us through June 30, 2023. Accordingly, changes in circumstances or information provided after June 30, 2023, could affect the findings outlined in this report.

44. We reserve the right to modify or supplement the opinions set forth herein as additional documents or information become available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter Brown". The signature is fluid and cursive, with the first name "Peter" and last name "Brown" clearly distinguishable.

Peter W. Brown, CPA/ABV/CFF

June 30, 2023

Exhibit Listing

Source	Exhibit #	Description	Status	GHJ Comment
Original Report	Exhibit 1	Yardi Representative Email Correspondence	Unchanged	-
Original Report	Exhibit 2	Property Identifiers	Unchanged	-
Original Report	Exhibit 3	Relevant Move-out Charges	Removed	Superseded by Exhibit 13 : Updated List of Turn Charges
Original Report	Exhibit 4	Master SQL Query	Removed	Superseded by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4a	SQL Query for Orsini I	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4b	SQL Query for Orsini II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4c	SQL Query for Orsini III Apartments	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4d	SQL Query for Canyon Country Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4e	SQL Query for Riverpark	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4f	SQL Query for River Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4g	SQL Query for Sand Canyon Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4h	SQL Query for Summit at Warner Center	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4i	SQL Query for The Village	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4j	SQL Query for Piero II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4k	SQL Query for DaVinci	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4l	SQL Query for The Paseos at Montclair North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4m	SQL Query for Broadway Palace South	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4n	SQL Query for Broadway Palace North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4o	SQL Query for Paseos at Ontario	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4p	SQL Query for Sea View Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4q	SQL Query for The Colony Townhomes	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4r	SQL Query for Diamond Park	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4s	SQL Query for Medici	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4t	SQL Query for Pasadena Park Place	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4u	SQL Query for Park Sierra	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4v	SQL Query for Sand Canyon Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4w	SQL Query for Skyline Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4x	SQL Query for The Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4y	SQL Query for Visconti	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4z	SQL Query for Upland Village Green	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 4aa	SQL Query for Piero	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5	Raw Data Extracts for Each Property Code (Placeholder)	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5a	Yardi Raw Data Extract for Orsini I	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5b	Yardi Raw Data Extract for Orsini II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5c	Yardi Raw Data Extract for Orsini III Apartments	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5d	Yardi Raw Data Extract for Canyon Country Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5e	Yardi Raw Data Extract for Riverpark	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5f	Yardi Raw Data Extract for River Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5g	Yardi Raw Data Extract for Sand Canyon Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5h	Yardi Raw Data Extract for Summit at Warner Center	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5i	Yardi Raw Data Extract for The Village	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5j	Yardi Raw Data Extract for Piero II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5k	Yardi Raw Data Extract for DaVinci	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5l	Yardi Raw Data Extract for The Paseos at Montclair North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5m	Yardi Raw Data Extract for Broadway Palace South	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5n	Yardi Raw Data Extract for Broadway Palace North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5o	Yardi Raw Data Extract for Paseos at Ontario	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5p	Yardi Raw Data Extract for Sea View Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5q	Yardi Raw Data Extract for The Colony Townhomes	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5r	Yardi Raw Data Extract for Diamond Park	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5s	Yardi Raw Data Extract for Medici	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5t	Yardi Raw Data Extract for Pasadena Park Place	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5u	Yardi Raw Data Extract for Park Sierra	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5v	Yardi Raw Data Extract for Sand Canyon Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5w	Yardi Raw Data Extract for Skyline Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5x	Yardi Raw Data Extract for The Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5y	Yardi Raw Data Extract for Visconti	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5z	Yardi Raw Data Extract for Upland Village Green	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 5aa	Yardi Raw Data Extract for Piero	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 6	Master Yardi Relevant Data Extract	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 7	Master RealPage Raw and Relevant Data Extract	Unchanged	Supplemented by Exhibit 15 : Master RealPage Raw and Relevant Data Extract for March 2022-August 2022

Exhibit Listing

Source	Exhibit #	Description	Status	GHJ Comment
Original Report	Exhibit 8	Master Corresponding Class List	Removed	Superseded by Exhibit 14 : Updated Master Corresponding Class List
Original Report	Exhibit 9	Master Validation Queries	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9a	Validation Queries for Orsini I	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9b	Validation Queries for Orsini II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9c	Validation Queries for Orsini III Apartments	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9d	Validation Queries for Canyon Country Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9e	Validation Queries for Riverpark	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9f	Validation Queries for River Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9g	Validation Queries for Sand Canyon Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9h	Validation Queries for Summit at Warner Center	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9i	Validation Queries for The Village	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9j	Validation Queries for Piero II	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9k	Validation Queries for DaVinci	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9l	Validation Queries for The Paseos at Montclair North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9m	Validation Queries for Broadway Palace South	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9n	Validation Queries for Broadway Palace North	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9o	Validation Queries for Paseos at Ontario	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9p	Validation Queries for Sea View Villas	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9q	Validation Queries for The Colony Townhomes	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9r	Validation Queries for Diamond Park	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9s	Validation Queries for Medici	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9t	Validation Queries for Pasadena Park Place	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9u	Validation Queries for Park Sierra	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9v	Validation Queries for Sand Canyon Ranch	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9w	Validation Queries for Skyline Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9x	Validation Queries for The Terrace	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9y	Validation Queries for Visconti	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9z	Validation Queries for Upland Village Green	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 9aa	Validation Queries for Piero	Removed	Rendered Obsolete by Exhibit 12 : Updated Master SQL Query
Original Report	Exhibit 10	Master Yardi Roommate Query	Removed	Superseded by Exhibit 16 : Revised Master Yardi Roommate Query
Original Report	Exhibit 11	Peter Brown CV	Unchanged	-
Supplemental Report	Exhibit 12	Updated Master SQL Code	New	-
Supplemental Report	Exhibit 13	Updated List of Turn Charges	New	-
Supplemental Report	Exhibit 14	Final Class List	New	-
Supplemental Report	Exhibit 15	GHJ Analysis of Lorenzo - March 2022 through August 2022	New	-
Supplemental Report	Exhibit 16	Yardi Roommate SQL Code	New	-
Supplemental Report	Exhibit 17	Yardi On-Site Roommate R Code	New	-

EXHIBIT 4

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

This Settlement Agreement and Release is entered into by and between plaintiffs Kierney Waldron, Xin Chen, and Brian Chiang, (the “Named Plaintiffs”; along with the represented Class and Subclasses, “Plaintiffs”) and Defendants GHP Management Corporation, 4914 Olive Street Properties, LLC, Bridewell Properties, Ltd., Canyon Sierra Properties, LLC, CCV Partnership II, Easton Investments II, Figter Limited, LR 9th And Broadway, LLC, Palmer Boston Street Properties II, Palmer/City Center II, Palmer Flower Street Properties, Palmer Sand Canyon, Ltd, Palmer St. Paul Properties, Palmer Temple Street Properties, LLC, Palmer-Saugus, Ltd, Park Sierra Properties II, Park Sierra Properties, Ltd, Saugus Colony Limited, Solemint Heights Partnership, LP, Upland Village Green, Visconti Apartments, LLC, Warner Center Summit Ltd, and Westcreek Properties Ltd. (collectively, the “Defendants”). The Plaintiffs and Defendants are collectively referred to in this Agreement as the “Parties,” and each as a “Party.”

RECITALS

Plaintiff Xin Chen filed a class action complaint against GHP Management Corporation and its related entities on July 13, 2018, alleging violations of Civil Code section 1950.5, breach of contract, conversion, and violation of the UCL styled as *Chen, et al. v. GHP Management Corporation, et al.*, Case number BC713402 (“Chen Action”). Plaintiff Xin Chen then filed a First Amended Complaint on or about January 31, 2019, adding Brian Chiang as a named plaintiff.

Plaintiff Kierney Waldron filed a class action complaint against GHP Management Corporation and its related entities on February 7, 2019, alleging violations of Civil Code section 1950.5 and violation of the UCL styled as *Waldron, et al. v. GHP Management Corporation, et al.* Case number 19STCV03883 (“Waldron Action”).

The Court ordered the respective actions related on March 18, 2019, designating the Chen Action as the lead case. The Parties then stipulated to consolidate the actions which was ordered by the Court on September 30, 2021.

The Parties participated in substantial discovery and motion practice including representative tenant file sampling, and fourteen depositions. Plaintiffs filed a Motion for Certification which was granted, certifying a class and two subclasses of former tenants on August 4, 2021. Defendants filed a Motion for Leave to file a Cross-complaint against putative class members which was denied on October 6, 2021 and appealed on October 26, 2021. Throughout the litigation, the Parties participated in extensive mediation efforts with two neutrals, including multiple sessions with mediators Hon. Richard A. Stone (Ret.) and Hon. Dickran M. Tevrizian (Ret.). With the assistance of mediator Judge Tevrizian, the parties reached a settlement in December 2021. Nothing stated herein is intended to, or shall be construed as, a waiver of the mediation privilege.

The parties agreed in principle to a settlement of this action on or about December 7, 2021. On May 27, 2022, they entered into a Settlement Agreement and Release and Addendum No. 1 thereto (the “Prior Settlement”). Plaintiffs moved for preliminary approval of the Prior Settlement on June 1, 2022

with the hearing date of July 18, 2022. On July 15, 2023, Defendants disclosed certain issues with the calculation of class membership and damages and Plaintiffs withdrew from the Prior Settlement.

On or about October 31, 2022, Defendants provided an analysis of class membership and damages data prepared under the supervision of an outside accounting firm. Plaintiffs' experts then conducted their own analysis, which resulted in certain changes to Defendants' expert analysis and the results. Defendants' experts then provided a further data analysis, which has been reviewed by Plaintiffs' expert. Based on this expert analysis, the Parties have agreed to resolve the matter on similar terms to those reflected in the Prior Settlement, as set forth herein.

Considering the burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, the Parties independently have concluded that the substantial benefits provided in this Agreement are in the best interests of the Class Members, Named Plaintiffs, and Defendants.

Defendants have denied and continue to deny each, and every claim and contention alleged against them in the Action. Plaintiffs, on the other hand, contend the claims are meritorious and supported by substantial evidence. The Parties intend to resolve the Action and settle all claims asserted in the lawsuit by Plaintiffs in accordance with the terms and conditions set forth in this Agreement.

TERMS OF SETTLEMENT

In exchange for the mutual covenants and promises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, and the entry by the Court of a Final Approval Order certifying the below-identified class for settlement purposes ("Settlement Class"), and approving the terms and conditions of the settlement as set forth in this Agreement under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6, Rules 3.769 *et se* , as applicable, the Parties agree as follows:

1. **Definitions.**

As used in this Agreement, the following phrases and words shall have the following meanings:

Actions means the consolidated lawsuits that were initially filed by Xin Chen on July 13, 2018 and Kierney Waldron on February 7, 2019 respectively known as, *Chen v. GHP Management Corporation, et al.*, Los Angeles Superior Court Case No. BC713402 and *Waldron v. GHP Management Corporation, et al.*, Los Angeles Superior Court Case No. 19STCV03883 and includes, without limitation: (i) any and all allegations or claims asserted in the respective Complaints, (ii) any and all allegations or claims asserted by Defendants in their proposed Cross-Complaint, (iii) any appeals or requests for leave to appeal any ruling or judgment entered in the lawsuits.

Administration Expenses means the payment(s) to the Settlement Administrator for class notice and settlement administration expenses.

Agreement means this Settlement Agreement and Release, inclusive of all attachments.

Cash Payment means the cash payment of \$10,000,000.00 to be made by Defendants to resolve all monetary obligations under this Agreement, plus any interest earned thereon or accrued as provided herein.

Class Counsel means Diamond McCarthy LLP and Law Office of Jimmie Davis Parker, APC.

Class Members means all persons within the Settlement Class definition. Each of the Class Members is referred to individually as a “**Class Member**.”

Class Notice means the form of notice of this Settlement to be provided to Class Members, a form of which is attached as Exhibit 1. If the Class Notice is modified by subsequent agreement of the Parties and/or order of the Court, the modified form shall constitute the Class Notice. Any postcard, publication or website version of the Class Notice shall reasonably conform to the language set forth in Exhibit 1 and shall be approved by the Court.

Class Notice Date means the date that the mailing, website posting, and publication of the Class Notice has been completed, as confirmed by the declaration of the Administrator.

Class Period means the period from July 13, 2014 through and including June 30, 2022.

Defendant Released Parties means Defendants, including, without limitation, currently and previously named defendants in the Action, and each of their past and present officers, trustees, beneficiaries, directors, shareholders, owners, subsidiaries, parent companies, sister companies, affiliates, alter egos, joint ventures, partners, partnerships, members, limited liability companies, companies, divisions, representatives, employees, agents, attorneys, insurers, vendors, third party managers, predecessors, successors and assigns.

Defendants Claims means any claims that any Defendant holds against Participating Class Members for physical damages (including assessed charges for apartment cleaning, painting, carpet cleaning and/or carpet replacement), fees and/or other amounts that Defendants contend are owed under the lease agreements entered into by Participating Class Members at a GHP Property during the Class Period, excluding claims by Defendants for Unpaid Rent and Utilities against Plaintiffs or members of the Settlement Class.

Defense Counsel means and refers to Ervin, Cohen & Jessup, LLP and Wood, Smith, Henning & Berman LLP as well as predecessor counsel for Defendants.

Effective Date means: (i) if no Participating Class Member objects to the Settlement, 31 days after the Final Approval Date; (ii) if one or more Participating Class Members do object, 61 calendar days after the Final Approval Date if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; (iii) if one or more Participating Class Members move for reconsideration of the Final Approval Order, 61 calendar days after the Court resolves the last such motion, so long as no party appeals; or (ii) if one or more Participating Class Members commence an appeal challenging the Settlement approval, 31 calendar days after the final resolution of any such appeal.

Escrow Agent means JPMorgan Chase Bank, NA or, if JPMorgan Chase is unable or unwilling to serve, another escrow agent mutually acceptable to the Parties or appointed by the Court.

Escrow Instructions means the instructions attached as Exhibit 5 to this Agreement.

Final Approval Date means the date on which the Court enters an order granting final approval of the Settlement.

Final Approval Hearing means the hearing to be conducted by the Court to determine the fairness, adequacy and reasonableness of the Settlement pursuant to California Rule of Court 3.769.

Final Approval Order means the order, a form of which is attached as Exhibit 3, entered by the Court approving this Agreement as fair, adequate and reasonable under California Rule of Court 3.769. If the order is modified by the Court, the modified order shall constitute the Final Approval Order.

HP means and refers to GHP Management Corp.

HP Property means any of the following communities apartment communities, including all residential units therein: (1) The Paseos at Montclair North, (2) Pasadena Park Place Apartments, (3) Diamond Park Apartments, (4) Canyon Country Villas, (5) The Village, (6) Skyline Terrance, (7) Broadway Palace Apartments, (8) The Orsini, (9) The Medici, (10) The Lorenzo, (11) Sand Canyon Villas & Townhomes, (12) The Piero, (13) The Da Vinci, (14) Sand Canyon Ranch, (15) River Ranch Townhomes & Apartments, (16) Park Sierra, (17) Colony Townhomes, (18) River Park Apartments, (19) Upland Village Green Apartments, (20) The Visconti, (21) The Summit at Warner Center, (22) The Terrance Apartments; (23) Paseos at Ontario; and (24) Sea View Villas. **HP Properties** means all the above-referenced buildings and communities.

Household means an apartment unit at an apartment community managed or owned by any Defendant that one or more Class Member(s) leased, and then vacated during the Class Period.

Net Proceeds means the portion of the Cash Payment to be used to issue settlement checks to Participating Class Members. The Net Proceeds shall equal the Cash Payment, less approved Attorneys' Fee Payment, Litigation Expenses Payment, Administration Expense Payment, and Class Representative Incentive Payments, each as defined in Section 9.3 below.

Non-Monetary Relief means covenants herein that Defendants will comply with Civil Code § 1950.5, including by delivering the documents required by that section to departing tenants, on a going forward basis, shall not report any of the charges released by this Agreement, and shall not dispute any request by a Participating Class Member to have any negative credit information relating to repairs or cleaning charges removed from his, her, or its credit report. Defendants further represent and warrant that they do not report such charges to credit reporting bureaus.

Participating Class Members means all Class Members, excluding those who have timely submitted a Request for Exclusion. Each of the Participating Class Members is referred to individually as a "**Participating Class Member**".

Preliminary Approval Date means the date on which the Court signs an order preliminarily approving the Settlement and ordering or authorizing the distribution of the Class Notice.

Preliminary Approval Order means the order signed by the Court, a form of which is attached as Exhibit 2, preliminarily approving this Agreement. If the order is modified by the Court, the modified order shall constitute the Preliminary Approval Order.

Released Claims means all actions, claims, demands, rights, suits, and causes of action asserted in the operative First Amended Complaint in the *Chen* action and the Complaint in the *Waldron* action against the Defendant Released Parties, or any of them, including without limitation any and all claims for damages, restitution, loss, statutory relief, injunctive relief, bad faith claims, costs, expenses, penalties, attorneys' fees, expert fees, and interest, whether as individual claims or claims asserted on a class basis. The Released Claims including, without limitation, those claims asserted in the operative pleadings relating to: (i) breach of lease regarding the handling of security deposits; (ii) withholding of tenant security; (iii) charges for apartment cleaning, painting, carpet cleaning, carpet replacement, accelerated rent, rent concession or other charges assessed to any tenant at the time of move-out; (iv) alleged non-compliance with Civil Code §1950.5 and/or Civil Code §1951; or violation of Business & Professions Code § 17200. For purposes of clarity, claims for Class Members' personal property damage, breach of the implied warranty of habitability, and personal injury including wrongful death shall be excluded from the Released Claims.

Relevant Charges means charges or withholdings against a tenant security deposit reflecting repairs, cleaning, or maintenance of a rental unit, excluding charges for Unpaid Rent and Utilities, as defined below.

Request for Exclusion means the written request submitted by a Class Member to the Administrator in accordance with the procedures set forth in this Agreement.

Settlement means and refers to the covenants, promises and consideration set forth in and contemplated by this Agreement, inclusive of all attachments, as approved or modified by the Court.

Settlement Administrator, Class Administrator, or Administrator means a class action administrator mutually agreeable to all parties or otherwise appointed by the Court to send notices and payments and to otherwise administer communication with Class Members.

Settlement Class means the class to be certified solely for purposes of this Settlement as defined in this Agreement. The "Settlement Class" shall be defined as set forth in Section 2.1, below.

Settlement Fund means the account created to deposit the Cash Payment and make settlement payments in accordance with this Agreement.

"Unpaid Rent and Utilities" means rental charges, parking charges, utilities charges, common area or shared utilities charges (RUBS), lost key or access device charges, late fees, and other similar charges unrelated to the repair, maintenance, or cleaning of a residential unit.

2. Settlement Class Defined.

2.1 Notwithstanding the prior order of the Court certifying the Class and two Subclasses, and Defendants' right to petition for decertification, the Parties agree to certification of the Action strictly for purposes of this Agreement as set forth below. In this respect, solely for purposes of this Agreement, the Parties agree that the Settlement Class is defined as:

All former tenants of Defendants who moved out during the Class Period from whom Defendants withheld more than \$125.00 of their security deposits other than for Unpaid Rent and Utilities.

The following are excluded from the Settlement Class:

- i. Any persons who were evicted;
- ii. Any persons who have previously settled their claims with Defendants;
- iii. The Judge assigned to this case and his staff;
- iv. Defendants and their affiliates;
- v. any person employed by any Defendants during the Class Period; and
- vi. minors and other persons not party to a lease with Defendants.

To the extent that Defendants made withholdings other than for Unpaid Rent or Utilities, the former tenant will be included in the Settlement Class only to the extent that (a) after deducting the Unpaid Rent and Utilities, the remaining deposit with respect to the Household was equal to or greater than \$125.00; and (b) Defendants withheld or deducted more than \$125.00, excluding any deductions for Unpaid Rent and Utilities.

2.2 If there is a question raised as to whether a person is a Class Member within the above definition, the Administrator shall promptly contact Class Counsel and Defense Counsel, who in turn shall conduct a reasonable search of available records to attempt to resolve the question.

2.3 Defendants' agreement to certification of the Settlement Class is conditioned upon the Court's entry of a Final Approval Order and passage of the Effective Date. Defendants shall retain the right to oppose the certification of any class for purposes of further litigation, including trial, in the Actions in the event the Court does not approve this Agreement, or the Effective Date does not pass for any reason, without limitation.

3. **Preliminary Approval.**

3.1 The Parties shall apply to the Court for entry of the Preliminary Approval Order, which shall:

3.1.1 preliminarily approve the Settlement and this Agreement, subject to the right of Participating Class Members to be heard at the Final Approval Hearing;

3.1.2 certify the provisional Settlement Class;

3.1.3 approve the Class Notice, and approve any publication, postcard, website or other form of the Class Notice;

3.1.4 direct that the Administrator mail, publish and post the Class Notice, or cause the Class Notice to be mailed, published or posted, in the manner described in this Agreement;

3.1.5 set a date for the Final Approval Hearing;

3.1.6 provide that any objection to the Settlement shall be filed and served on a date specified by the Court; and

3.1.7 provide that the deadline for Class Members to exclude themselves from the Settlement shall be a date specified by the Court.

4. Class Notice.

4.1 Defendants shall deliver a list of the name, last known address, email address (if known to Defendants), and telephone number (if known to Defendants) of each member of the Settlement Class (the "Class List") to Plaintiffs' counsel and the Class Administrator by electronic file transfer upon execution of this Agreement. The Class List shall also contain information sufficient to calculate a *pro rata* distribution including the amount of security deposit withheld by Defendants for Relevant Charges. Defendants will make reasonable efforts to identify co-tenants (roommates), who will be deemed to be entitled to an equal share of the applicable settlement payment as described below, and whose names and contact information will be included in the Class List to the extent located.

4.2 The Parties have agreed that the form of the Settlement Notice attached as Exhibit 1 shall be sent by the Class Administrator via First Class Mail and email, if available, to the last known address of each member with forwarding requested. The Class Administrator shall check each address against the National Change of Address Registry before mailing. The mailed notice shall contain a prominent notice that copies are available in Spanish and Chinese on the settlement website described below, along with a link to that website. The Class Administrator shall prepare a website with information for Settlement Class members, maintain a toll-free number for class member inquiries, and shall cause notice to be published in the Los Angeles Times. The class website shall contain a translation of the Settlement Notice in Spanish and Chinese.

4.3 Within 14 days of preliminary approval, the Class Administrator shall mail the Class Notice to each Class Member at his, her, or its last known address by first-class mail, postage prepaid, after checking against the National Change of Address Registry. Within the same period, the Class Administrator shall also send the Class Notice via email if the Class List contains an email address for such Class Member.

4.4 Within 14 calendar days of the Preliminary Approval Date, the Administrator shall arrange for publication in print and on the website of a summary of the Class Notice in accordance with the notice plan approved by the Court. The costs of publication will be paid by the Administrator out of the Cash Payment.

4.5 If a mailed Class Notice is returned, the Administrator shall take reasonable steps to attempt to locate a current mailing address. The Administrator shall promptly advise Class Counsel of any returned mail and, if the Administrator has been unable to locate an updated address, request that Class Counsel search their files for any contact information regarding the Class Member(s) in question. If any class member contacts the Administrator with an updated address, it shall be the responsibility of the Administrator to update that class member's contact information on file. If any mailed Class Notice is returned, the affected Class Member's deadline to object or to opt out shall be extended by

the period equal to the time between the Notice Date and the date subsequent notice is mailed; provided that no period to object or opt out shall be extended beyond the final approval hearing.

4.6 Within 14 days of the Class Notice Date, the Administrator shall provide and Class Counsel shall file a declaration from the Administrator confirming the Class Notice Date and compliance with the requirements of this Agreement.

5. Objections to Settlement and Opportunity to Opt-Out.

5.1 Any class member objecting to the settlement shall provide his or her objections, in writing, to the Class Administrator by the date specified by the Court and the Administrator shall promptly provide said objections to counsel for all parties via email. Counsel shall provide copies of such objections to the Court. Any class member may appear at the final approval hearing notwithstanding his, her, or its failure to serve a written objection.

5.2 Any class member seeking exclusion from the class shall do so by the date specified by the Court by providing written notice of the same to the Class Administrator. Any member who opts out shall not be party to the settlement and shall be excluded from the allocation of settlement proceeds and releases described herein.

5.3 Class Members who intend to appear and be heard at the Final Approval Hearing shall be instructed to so state in connection with their objection, but they shall not be required to have served notice of such an intent in order to appear and speak at the Final Approval Hearing. The deadline for objections will be conspicuously listed in the Class Notice.

5.4 Class Counsel and Defense Counsel may file and serve a written response to any objection(s) filed or served by any Class Member. Any written response shall be filed with the Court, and served upon the Class Member or Class Member's attorney, if any, not later than 7 calendar days before the Final Approval Hearing or the date specified in the Preliminary Approval Order, whichever is earlier.

5.5 The Final Approval Hearing will be the only opportunity for any Class Member who objects to the proposed Settlement, or to the Attorney Fees Payment, Litigation Expenses Payment, Administrative Expense Payment, or Class Representative Incentive Payment (each as defined below), to appear and be heard. Any Class Member who fails to object in this manner or in writing as provided in Section 5.1, above, prior to the Final Approval Hearing shall be deemed to have waived such objection and shall forever be barred from raising such objection in this or any other action or proceeding.

6. Exclusion from the Settlement.

6.1 Any Class Member who does not want to participate in the class action and the Settlement may exclude himself or herself from the case and the Settlement by mailing a written request for exclusion to the Administrator on or before the date specified in the Preliminary Approval Order or, if that day is a legal holiday, the next court day. No specific form of request is required so long as the request is signed (manually or electronically) and substantially provides the information required in the Class Notice. Absent relief from the Court, Class Members who do not timely exclude

themselves shall be bound by the terms and conditions of this Agreement and the Final Approval Order.

6.2 For Households with more than one Class Member, the following provisions shall apply: (a) a Request for Exclusion by one or more Class Members within the Household shall not preclude other Class Members within that Household from remaining in the settlement as Participating Class Members, subject to the provisions of section 9.3.1 below; (b) all Class Members within a Household who do not timely mail a Request for Exclusion shall be bound by the Settlement even if other Class Members within that Household have opted out of the Settlement; and (c) Defendants shall retain all rights and defenses with respect to any Class Member(s) who have mailed a Request for Exclusion, including without limitation, the right to assert a pro-rated amount of any Defendants Claim applicable to the Household in question.

6.3 A Class Member who timely complies with the exclusion procedures set forth in this Section shall be excluded from the class action and the Settlement, shall have no standing to object to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this Agreement, and shall be ineligible for any benefits pursuant to this Agreement.

6.4 Absent relief from the Court, any Request for Exclusion that fails to satisfy the requirements set forth in this Section, or that has not been timely postmarked, shall be deemed ineffective and any person included within the Settlement Class who does not properly and timely submit a Request for Exclusion shall be deemed to have waived all rights to opt-out and shall be deemed a Participating Class Member for all purposes under this Agreement.

7. Final Court Approval.

7.1 The Final Approval Hearing shall be set for a date that is at least 10 calendar days after the last day for any Class Member to exclude himself or herself from the Settlement or to file an objection to the Settlement.

7.2 If the Court does not grant the motion for entry of the Final Approval Order, the Administrator shall notify all Class Members of the Court's ruling within 30 calendar days of the Court's ruling, unless the Parties reach some different agreement or the Court orders other timing for such notice.

8. Right to Terminate Settlement Agreement.

8.1 If more than 500 Class Members object to or timely elect to opt-out of the Settlement (through the Request for Exclusion procedure), Defendants may unilaterally, in their sole discretion, withdraw from and terminate this Agreement by providing written notice of termination to Class Counsel. Notice of termination under this paragraph shall be provided on or before 15 calendar days of Defendants' receipt of final written notice from the Administrator that the opt-out number has exceeded 500 Class Members, or shall be deemed waived. Class Members who declined to allow their contact information to be shared with plaintiffs' counsel pursuant to prior *elaine West* notification shall not be deemed opt outs to the settlement, but rather, shall receive the Class Notice and an opportunity to opt out of this Settlement.

8.2 Any Party may terminate this Agreement by providing written notice to the other Parties hereto on or before 10 calendar days after either of the following events:

8.2.1 The Court declines to enter a Preliminary Approval Order conforming in material respects to Exhibit 2 hereof; or

8.2.2 The Court declines to enter a Final Approval Order conforming in material respects to Exhibit 3, or if entered, such Final Approval Order is reversed, vacated, or modified in any material respect by another court, except as provided for herein.

8.2.3. If the Court indicates in declining to enter either Preliminary or Final Approval that it would reconsider the motion with modifications, or if an appellate order reversing, modifying or vacating the order of approval is remediable in the Superior Court, the parties shall first have 30 days to consider such proposed modifications or remedies, after which the above-referenced 10-day notice period shall begin to run.

8.3 If Defendants fail to make any payment due under this Agreement, Class Counsel shall give notice and five calendar days to cure. Failing a full and timely cure, Class Counsel may unilaterally terminate this Agreement or seek specific performance of this Agreement, at their option.

8.4 If this Agreement terminates or is terminated for any reason, all Parties shall be restored to their respective positions immediately prior to the date of execution of this Agreement and shall proceed in all respects as if this Agreement and any related Court orders had not been made or entered.

8.5 If this Agreement terminates or is terminated for any reason, within five business days after written notification of such termination is sent by Defense Counsel or Class Counsel to the Administrator, the Cash Payment (including any accrued interest), less half of the Administration Expenses actually incurred or due and payable, shall be refunded to Defendants. Plaintiffs shall be responsible for the other half of Administration Expenses incurred.

9. **Cash Payment**

9.1 Defendants agree to make the full Cash Payment of \$10,000,000.00 ("Settlement Amount") on or before 20 days after the Preliminary Approval Date, payable to the Settlement Fund, c/o JPMorgan Chase Bank NA or another national bank mutually agreeable to the parties or otherwise approved by the Court, deposited into an interest-bearing escrow account, and paid out in accordance with section 9.3 below. Subject to the provisions of section 8.5 above, any interest earned on the Cash Payment shall be paid as provided below in proportion to the below-described shares of the Cash Payment.

9.2 Neither this Settlement nor timely payment of the Cash Payment shall be contingent upon insurance coverage, insurance payments or the timeliness of any insurance payments. Defendants' obligations under this Agreement are their obligations.

9.3 The Cash Payment shall cover all monetary obligations owed by Defendants under the Settlement. The Cash Payment shall be used to pay the following items:

9.3.1 The Net Proceeds shall be allocated among the Participating Class Members on a weighted average basis based upon the relative amounts withheld from the security deposit of each member of the Settlement Class for Relevant Charges as described in Section 9.4, below. If multiple Participating Class Members were members of the same Household on the move-out date, then the portion of the settlement proceeds allocated to the security deposit of such Household shall be divided equally among such co-tenants whom Defendants are able to identify and locate through reasonable efforts. If such co-tenants are not identified or located, the payment respecting the Household shall be delivered to the primary tenant on the lease.

9.3.2 An amount of up to \$3,300,000.00 plus proportionate interest earned on the Cash Payment (unless a lower amount is ordered by the Court) shall be paid from the Settlement Fund to Class Counsel pursuant to written instruction from Class Counsel consistent with the Court's Final Approval Order for fees earned (the "Attorney Fee Payment").

9.3.3 An amount not to exceed \$200,000 on account of costs incurred by Plaintiffs' counsel shall be paid from the Settlement Fund to Class Counsel pursuant to written instruction from class counsel consistent with the Court's Final Approval Order ("Litigation Expenses Payment").

9.3.4 An amount, not to exceed \$175,000, shall be paid out of the Settlement Fund to the Administrator to cover the fees and costs of the administrator, consistent with the Court's Final Approval Order ("Administrative Expense Payment").

9.3.5 An amount not to exceed \$30,000 (\$10,000 to each of the Named Plaintiffs), shall be paid out of the Settlement Fund to the Named Plaintiffs pursuant to written instruction from Class Counsel consistent with the Court's Final Approval Order ("Representative Incentive Payments").

9.3.6 If the Court orders lower amounts for the Attorney Fee Payment, Litigation Expenses Payment, or Representative Incentive Payments, or if the administrative expenses are less than \$175,000, any difference shall revert to the Class Fund.

9.3.7 The "Class Fund" shall be the remaining amount of the Cash Payment, plus interest accrued thereon, after application of payments pursuant to Sections 9.3.2 9.3.5, plus any interest accrued following payment of (i) Attorney Fee Payment, (ii) Litigation Expenses Payment, (iii) Administrative Expenses Payment, and (iv) Representative Incentive Payments.

9.3.8 On the Effective Date, the Escrow Agent shall cause payment of the (i) Attorney Fees Payment, (ii) Litigation Expenses Payment, (iii) Administration Expenses Payment, (iv) Representative Incentive Payments, and (v) the Class Fund to the Administrator, with any interest earned on those amounts, pursuant to written instruction from Class Counsel consistent with the terms of the Court's Final Approval Order. The Escrow Agent shall provide confirmation that such payments have been made to Class Counsel, Defense Counsel, and the Administrator.

9.4 The Class Fund shall be distributed to all Participating Class Members in a pro-rata weighted distribution calculated based upon each Participating Class Member's respective portion of

the total security deposits retained by Defendants from Participating Class Members for Relevant Charges, subject to the following:

9.4.1 To the extent that Defendants made withholdings other than Unpaid Rent and Utilities, the former tenant will be included in the Settlement Class only to the extent that (a) after deducting the Unpaid Rent and Utilities, the remaining deposit for the tenant's Household was equal to or greater than \$125.00; and (b) Defendants withheld or deducted more than \$125.00, excluding any deductions for Unpaid Rent and Utilities.

9.4.2 With respect to multiple-tenant Households, payment shall be divided evenly among Participating Class Members who were members of the Household on the move-out date that appear on Defendants' records and can be identified through reasonable efforts. If co-tenants cannot be identified through reasonable efforts, then the entire payment shall be made to the primary tenant listed on the lease. All payments made to members of multi-tenant Households shall be made subject to any respective rights and interests the members of the Household may have amongst themselves respecting the deposit and resulting payment.

9.5 **Cautionary Holdbac** . \$300,000 of the Class Fund (the "Cautionary Holdback") shall be withheld from the First Settlement Payment, defined below, and shall be reserved for distribution as described in this Section.

9.5.1 To the extent that any additional Class Members are identified or located within 180 days of the Final Approval Date (each a "Later Identified Member"), the Administrator shall notify the Later Identified Member in writing that he or she will have 30 days to decline to accept a settlement payment and reserve his, her or its rights and claims, or seek any appropriate relief from the Court. If the Later Identified Member does not so elect or seek relief from the Court, he or she shall be deemed a Participating Class Member for all purposes, and the Administrator shall pay to the Later Identified Member his, her, or its share of the Class Fund from the Cautionary Holdback within five (5) business days of the expiration of such 30-day period. All checks issued to Later Identified Members shall expire after 60 days.

9.5.2 The Administrator shall have discretion to use the Cautionary Holdback to address any disputes among tenants of multi-tenant Households in consultation with Class Counsel and Defense Counsel, provided that the resolution of such disputes does not require the Administrator to pay more than 150% of the share of the Cash Fund allocated to that Household. The Administrator shall also adjust the Second Settlement Payment so that (a) the Household receives a total amount of payments as near as possible to the amount it would have received had there not been any dispute; and (b) the payments to each member of the Household are divided as close to evenly as possible.

9.5.3 The Administrator shall have discretion to use the Cautionary Holdback to address any other disputes by Participating Class Members as to the amount of their payments, in consultation with Class Counsel and Defense Counsel, provided that no class member shall receive more than his, her or its share of the Cash Fund. The Administrator shall also adjust the Second Settlement Payment so that the share of the Cash Fund paid to each Participating Class Member is as near as possible to the amount that the member would have otherwise received.

9.6 **Initial Payment.** The Class Administrator shall issue a first settlement payment to all Participating Class Members at their last known address within five (5) business days of the Effective Date (the “First Settlement Payment”), comprising each Participating Class Member’s share of the Class Fund, less the Cautionary Holdback. The First Settlement Payment shall be made by check and sent via First Class U.S. Mail with forwarding requested and shall be calculated as provided in Section 9.3. Such checks shall expire after a period of 120 days from the date of issuance.

9.7 **Returned Payments.** To the extent that the First Settlement Payment is returned to the Class Administrator as undeliverable to any Participating Class Member, the Class Administrator shall use “skip tracing” to identify a valid address for such class member and shall re-issue the First Settlement Payment within ten (10) days of the return of the payment, sent to the address identified through “skip tracing.”

9.8 **Unclaimed Amounts.** 180 days after the date of the First Settlement Payment (the “Cutoff Date”), the Class Administrator shall cancel all settlement checks that have not been cashed for whatever reason, except those issued to Later Identified Members whose checks were not mailed at least 60 days before the Cutoff Date. The checks of such Later Identified Members shall be voided 60 days after mailing. The Class Administrator shall have discretion to re-issue a check to a Participating Class Member who so requests within 14 days of the Cutoff Date or the date of voiding a check to a Later Identified Member. All amounts unclaimed as of the Cutoff Date and the date checks to Later Identified Members are voided, and interest thereon, as well as any unused portion of the Cautionary Holdback, shall be referred to as the “Unclaimed Amounts.”

9.9 **Distribution of Unclaimed Amounts.** The Settlement Administrator shall allocate the Unclaimed Amounts among the members of the Settlement Class who accepted the First Settlement Payment and Later Identified Members who accepted their payment (collectively, “Accepting Members”). The allocation shall be on a weighted average basis based upon the relative amounts withheld from the security deposits of Accepting Members for Relevant Charges, subject to adjustments described in Section 9.5, above (the “Second Settlement Payment”). The Second Settlement Payment shall be made by check sent via First Class U.S. Mail to the same address as the Initial Payment, or such updated address provided by the Participating Class Member, 60 days after the last outstanding check from the First Settlement Payment or any subsequent payment to a Later Identified Member, is voided or cashed.

9.10 **Final Accounting and Cy Pres Distribution.** 180 days after the date of the Second Settlement Payment (the “Second Cutoff Date”), the Class Administrator shall cancel all checks for the Second Settlement Payment. Within 30 days of the Second Cutoff Date, Class Counsel shall submit to the Court the Administrator’s Final Report, defined below, and request modification of the Judgment to reflect the contemplated cy pres distribution described herein. The remaining balance of the Class Fund shall be disbursed to Public Counsel or another charitable organization approved by the Court 60 days thereafter unless the Court orders otherwise.

9.11 **Reporting.** Within 180 days of the First Settlement Payment, the Administrator shall provide a declaration to counsel for all Parties for filing with the Court, detailing the number and total dollar amount of settlement checks sent and cashed, the number of Later Identified Members and those who declined to accept the settlement, and the number and total amount of payments sent to Later Identified Members and those cashed. Within 10 days of the Second Cutoff Date the Administrator

shall provide a declaration and report to counsel for all Parties setting forth the total amount and number of payments sent and cashed in connection with the Second Settlement Payment, and the remaining balance of the Class Fund available for cy pres distribution.

9.12 **Release of Defendants Claims.** In addition to the Cash Payment, as good and valuable consideration, the sufficiency of which is hereby acknowledged, Defendants agree to waive and release any Defendants' Claims they hold against all Participating Class Members as advanced in their proposed Cross-Complaint effective on the date of mailing of the First Settlement Payment. Defendants estimate that the total dollar amount of the Defendants' Claims is in excess of \$2,500,000.

9.13 During the period between execution of this Agreement and the release of the Defendants' Claims becoming effective, Defendants agree that they shall take no action to enforce or collect on any Defendants' Claims against Class Members other than those who have opted out. Upon entry of final judgment and the release becoming effective all Defendants' Claims will be fully and finally released.

9.14 Defendants represent and warrant that they do not report any move-out charges to credit reporting agencies. Defendants agree that they shall not report any of the move-out charges released by this settlement nor shall they challenge or dispute any request by any member of the Settlement Class to have any negative credit information relating to repairs or cleaning charges removed from his, her, or its credit report.

9.15 The Parties agree that Defendants release of the Defendants Claims is part of a compromise settlement of disputed claims by the Parties herein. Accordingly, the Parties will not take affirmative steps to classify the release of the Defendants Claims as proceeds subject to taxation; provided that, nothing herein shall preclude Defendants from complying with all applicable laws or regulations. Defendants make no representations or warranties about the Participating Class Members' local, state, or federal tax obligations, if any.

9.16 Defendants make no representations as to the tax treatment or legal effect of any payments or releases made under this Agreement. Named Plaintiffs and Participating Class Members shall be solely responsible for the payment of any taxes assessed on the payments and releases described in this Agreement.

10. **Additional Consideration**

10.1 GHP will continue to take all reasonable efforts to ensure that all GHP managed residential communities in the State of California are in compliance with applicable statutes, including Civil Code section 1950.5. At a minimum, GHP shall: (i) provide departing tenants who are charged \$125 or more for cleaning or repairs done by third party vendors with receipts or invoices from the party doing the work, either within 21 days of the end of the tenancy, or within 14 days of receipt of the documentation from the third party, whichever is later; provided that, if any provision of Civil Code section 1950.5 or any other applicable statute is changed, clarified or otherwise modified through statute, regulation or case law, GHP shall comply with the applicable provision as changed, clarified or otherwise modified.

10.2 GHP will not pursue the appellate efforts concerning the decision to deny leave to file a Cross-Complaint.

11. Attorney Fees, Litigation Expenses and Service Awards.

11.1 Defendants agree not to oppose or comment unfavorably to the Court on Class Counsel's request for approval of attorneys' fees not to exceed \$3,300,000 and litigation expenses actually incurred not to exceed \$200,000.

11.2 An order of the Court declining to award attorneys' fees and litigation expenses in the amount sought shall not impact the other terms and conditions of this Agreement, except as provided in Section 9.3.6 of this Agreement, and regardless of whether such order is appealed by an objector or by Class Counsel.

11.3 Class Counsel's request for approval of attorneys' fees and litigation expenses and service awards to the Named Plaintiffs (whether included in the motion seeking final settlement approval or filed as a separate motion) shall be filed no later than 15 calendar days prior to the deadline for Class Members to object to the settlement, or such earlier date as set forth in the Preliminary Approval Order, and shall be heard at the time of the Final Approval Hearing by the Court.

11.4 Defendants agree not to oppose Plaintiffs' application for service awards, which shall not exceed a total \$30,000 for all Named Plaintiffs. Any service awards shall be in addition to any settlement check(s) to which each Named Plaintiff may be entitled.

12.5 Any challenges to, order, proceeding related to the Attorney Fee Payment, Litigation Expenses Payment, or Class Representative Incentive Awards, or any appeal, reversal or modification of the same, shall not operate to terminate, cancel or delay the implementation of this Agreement, or the finality of the Final Approval Order. Without limitation, if the Court declines to award the full amount of requested attorney fees or litigation expenses sought, or service awards sought, the Administrator shall nevertheless proceed to distribute the Cash Payment to Participating Class Members in accordance with section 9 above (holding back any amount claimed for attorney fees, litigation expenses, or service awards subject to ongoing litigation or appeals), and if necessary, make a second distribution of any additional funds later determined to be available for payment to Class Members.

12. Settlement Administration.

12.1 The Parties nominate CPT Group to serve as the Settlement Administrator, subject to Court approval.

12.2 In addition to the duties set forth elsewhere in this Agreement, the Administrator shall be authorized to undertake all tasks and duties that are reasonably necessary to carry out the claims administration provisions of this Agreement, including without limitation:

12.2.1 providing notice as set forth herein;

12.2.2 issuing settlement checks from the Class Fund to Participating Class Members;

12.2.3 communicating with Class Members regarding the settlement administration process;

12.2.4 obtaining completed IRS W-9 forms, as necessary, for payments made to Class Members, Named Plaintiffs and Class Counsel in compliance with IRS rules and regulations and perform other activities necessary to comply with tax laws and regulations.

12.3 The Administrator shall provide all Counsel with timely written reports as to completion of Class Notice, status of settlement checks, any objections or other questions from Class Members and any other pertinent information regarding class notice and claims administration in addition to the formal reports set forth at Section 9.11, above.

12.4 If any Participating Class Member disputes the amount or calculation of his, her, or its payment(s), the Administrator shall notify Class Counsel and Defense Counsel, and the Administrator and counsel shall use reasonable efforts to resolve any such disputes. If they are unable to resolve such disputes, each affected Participating Class Member shall be directed to pursue, his, her, or its claims in small claims court.

13. Release Provisions.

13.1 Upon the date of mailing of the First Settlement Payment, each of the Named Plaintiffs and Participating Class Members, on behalf of themselves, and their respective predecessors, successors, heirs, assigns, shall be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Defendant Released Parties, whether or not any individual Participating Class Member executes and delivers any form of release or accepts and cashes his, her, or its settlement payment(s).

13.2 Upon the release set forth in Section 13.1, above, becoming effective, each of the Named Plaintiffs and each Participating Class Member, on behalf of themselves, and their respective predecessors, successors, heirs, and assigns, shall be barred from initiating, asserting or prosecuting any of the Released Claims against any of the Defendant Released Parties.

13.3 Upon the Effective Date, Defendants, and each of them, and each of their past and present officers, trustees, directors, shareholders, subsidiaries, parents, affiliates, alter egos, joint ventures, partners, partnerships, members, limited liability companies, companies, divisions, representatives, employees, agents, attorneys, insurers, vendors, predecessors, successors and assigns, shall be deemed to and do hereby release and forever discharge Named Plaintiffs, Participating Class Members, Class Counsel, and any predecessor counsel, from any claim arising from or related to the prosecution or settlement of the Action, including without limitation, any claim for malicious prosecution or abuse of process, and as to Participating Class Members, Named Plaintiffs, or counsel.

13.4 This Agreement shall constitute a full and complete defense to, and may be used as a basis for, a permanent injunction against any such action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

14. Final Judgment.

14.1 At the Final Approval Hearing, the Parties shall seek a final Judgment in a form substantially similar to that attached as Exhibit 4 hereto. Such Judgment shall be final, binding and with prejudice as to the Released Claims by any and all of the Named Plaintiffs and Participating Class

Members against all Defendants and with prejudice as to any Defendants' Claims against any Named Plaintiffs and Participating Class Members. The Final Judgment shall be posted on the class website.

14.2 The Court shall retain ongoing jurisdiction following entry of judgment to reopen and/or modify the judgment to reflect the amount and payment of the final cy pres distribution, if any, made pursuant to Section 9.10, above.

15. No Admission of Liability.

The Parties agree that this Agreement is intended to compromise disputed allegations and claims and that this Agreement is entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder, shall constitute, be construed as or be admissible in evidence as any admission or concession with respect to any allegation of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants, Named Plaintiffs, or Participating Class Members, alleged in the Action. By agreeing to this Settlement, Defendants do not concede or agree that this Action could be properly brought as and/or maintained as a class action and reserve all rights to oppose certification of a class if this Settlement is not approved or the Agreement is otherwise rescinded. Nothing stated in this section, however, shall preclude any Party from seeking to introduce the terms of this Agreement in any proceeding to enforce the Agreement.

16. Exclusive Remedy and Continuing Jurisdiction.

16.1 Except as otherwise provided herein, this Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Participating Class Members.

16.2 Pursuant to Rule 3.769(h) of the California Rules of Court and California Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing jurisdiction over the Action, all Parties, and Participating Class Members to enforce the Agreement and/or any orders entered pursuant to this Settlement.

17. Stay of Discovery.

All discovery in the Action shall be stayed while final approval of the Settlement is pursued. On final approval of the Settlement, all discovery shall be considered withdrawn and of no further legal effect. In the event the Settlement is rejected by the Court, the parties shall meet and confer as to the appropriate deadlines and dates for pending discovery.

18. Tolling of Five-Year Rule.

The time period from January 10, 2022, to the date of the hearing on Final Approval of any settlement, including any continued hearing on Final Approval, shall be excluded from the three-year time period to bring this action to trial under Code of Civil Procedure § 283.420 and the five-year time period to bring this action to trial under § 583.310. To the extent this Agreement is terminated or rescinded for any reason, the three-year and five-year time periods to bring this action to trial shall be deemed tolled from January 10, 2022 to the date notice of termination or rescission is given in writing.

19. Pending Effect.

This Agreement shall inure to the benefit of and be binding on Plaintiffs, Participating Class Members, Defendants, the Defendant Released Parties, and any corporation, partnership, or other entity into which any of the Parties or Defendant Released Parties may merge, consolidate, or reorganize, and each of them.

20. Consent.

Each Party has carefully read and understands this Agreement and has received independent legal advice with respect to the Agreement. Prior to the execution of this Agreement, each Party's attorney reviewed and executed the Agreement after independent investigation and without fraud, duress, or undue influence.

21. Warranty of Authority.

Each signatory below warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the person or entity for which he or she purports to sign.

22. No Prior Assignments.

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned or transferred to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged, nor purported to do so, except as set forth herein.

23. Interpretation of Agreement.

This Agreement is the product of negotiation and preparation by and among Class Counsel and Defendants and their respective attorneys. Neither this Agreement nor any provision hereof shall be deemed prepared or drafted by one Party or another, or its attorneys, and shall not be construed more strongly against any Party based on the Party primarily drafting this Agreement or any part hereof.

24. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, without reference to its choice of law rules. Any action to enforce the provisions of this Agreement shall be commenced in the California Superior Court for the County of Los Angeles.

25. Modifications Integration.

This Agreement contains the entire agreement among the Parties with respect to its subject matter and supersedes all prior agreements, representations, or understandings. There are no oral understandings, statements, provisions, or inducements made by the Parties except as stated herein.

Any modification or amendment of this Agreement, or additional obligation assumed by any Party in connection with this Agreement, will be effective only if made as provided herein. An amendment will be valid if made in writing and signed by each Party or by authorized representatives of each Party and approved by the Court except as provided in the following sentence. Counsel for the Parties shall be authorized to make non-material amendments to facilitate preliminary and final approval,

which amendments may be by way of a written stipulation or on the record in open court, in each case subject to Court approval as necessary. Amendments will be deemed immaterial, without limitation, if they modify any monetary term of this Agreement in an amount not greater than \$50,000 and/or modify any time period for providing notice or taking any action by a period not greater than 60 days. No other amendments or modifications shall be deemed valid, and there shall be no oral, informal, or implied waivers of any right, obligation, duty, or breach hereunder.

26. Severability.

The Parties agree that should any provision of this Agreement, or any portion of any provision, be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the provision and/or the Agreement shall nonetheless remain binding and in effect, unless this would result in a substantial failure of consideration.

27. Counterparts.

This Agreement may be executed in counterparts, and as so executed shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page. Facsimile or email signature pages shall have the same force and effect as original signatures.

28. Captions.

Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way interpret, define, limit, extend, or describe the scope of this Agreement or any provision thereof.


29. No Waiver.

The failure of any Party to insist upon the performance of any of the terms and conditions in this Agreement, or the failure to prosecute any breach of any of the terms and conditions of this Agreement, will not be construed thereafter as a waiver of any such terms or conditions. This entire Agreement will remain in full force and effect as if no such forbearance or failure of performance had occurred.

IN WITNESS WHEREOF, each Party has executed this Agreement as of the date(s) indicated below, with the most recent date constituting the date of this Agreement.

PLAINTIFFS

Dated: 6/29/2023

DocuSigned by:

36D28E74A86148A...
Kierney Waldron

Dated: 6/29/2023

DocuSigned by:

83E98001929241S...
Xin Chen

Dated: 6/29/2023 _____

DocuSigned by:
Brian Chiang
CD7D07DC1F3B4B7...

Brian Chiang

DEFENDANTS

Dated: _____

GHP Management Corporation, on its own behalf
and that of all Defendants (as defined in the
Preamble)

By: Geoffrey H. Palmer
President

APPROVED AS TO FORM:
CLASS COUNSEL

Dated: _____

LAW OFFICE OF JIMMIE DAVIS PARKER,
APC

By: _____
Jimmie D Parker

Attorneys for Plaintiffs

Dated: _____

DIAMOND McCARTH LLP

By: _____
Damion Robinson

Attorneys for Plaintiffs


DEFENDANTS' COUNSEL:

Dated: _____

Brian Chiang

DEFENDANTS:

Dated: 6/29/2023



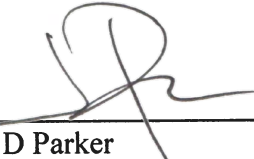
GHP Management Corporation, on its own behalf
and that of all Defendants (as defined in the
Preamble)

By: Geoffrey H. Palmer
President

APPROVED AS TO FORM:
CLASS COUNSEL:

Dated: June 29, 2023

LAW OFFICE OF JIMMIE DAVIS PARKER,
APC


By: 

Jimmie D Parker

Attorneys for Plaintiffs

Dated: June 30, 2023

DIAMOND McCARTHY LLP

By: 


Damion Robinson

Attorneys for Plaintiffs

DEFENDANTS' COUNSEL:

Dated: June 29, 2023

ERVIN COHEN & JESSUP LLP

By: 

Jason L. Haas

Attorneys for Defendants

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1. Class Notice
2. Preliminary Approval Order
3. Final Approval Order
4. Judgment
5. Escrow Instructions

EXHIBIT 4-1

NOTICE OF CLASS ACTION SETTLEMENT

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

If you leased an apartment unit at a GHP property and moved out of your apartment between July 13, 2014 and June 30, 2022, this class action settlement may benefit you and affect your rights. The GHP properties covered by this notice are listed below.

This Notice provides you with a brief description of the lawsuit and proposed settlement. More information and key documents related to the settlement can be found at the class action website.

[SPANISH] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

[MANDARIN] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

WWW.GHPCLASSACTION.COM

WHAT IS THIS LAWSUIT ABOUT?

In this class action lawsuit, Xin Chen, Brian Chiang, and Kierney Waldron (called “Representative Plaintiffs”) allege that GHP Management Corporation and other companies (called “Defendants”) violated California Civil Code section 1950.5 and other laws by improperly handling tenant security deposits, imposing improper move-out charges, and failing to provide required disclosures.

Defendants deny these allegations, deny any wrongdoing and maintain that they fully complied with the law. By entering into this settlement, Defendants in no way admit any violation of law or any liability. The Court has not yet decided who is correct. The parties reached a settlement to avoid the time, uncertainty, and expense of further litigation in court.

The parties are settling this lawsuit as a class action. In a class action, one or more people (such as the Representative Plaintiffs), sue on behalf of a group of people who have similar claims. This group is called the “Class” or the “Class Members.” The Court has approved this case proceeding as a class action on behalf of certain former tenants of Defendants.

On August 2, 2023, the Court preliminarily approved a proposed settlement of this class action lawsuit as set forth in the Class Action Settlement Agreement (“Agreement”), which is available on the class website. The Court approved certification of the following Class (the “Settlement Class”):

All former tenants of Defendants who moved out during the Class Period from whom Defendants withheld more than \$125.00 of their security deposits other than for Unpaid Rent and Utilities, excluding (a) tenants who were evicted, (b) tenants who have previously settled their claims; (c) the judge assigned to the case and his staff; (d) Defendants and their affiliates and employees; (e) any person employed by any Defendants during the class period; and (f) minors and other persons not party to a lease with Defendants. (Unpaid Rent and Utilities is defined in the Agreement to include charges unrelated to repair, cleaning, or maintenance of apartments, such as unpaid rent, utilities, common area charges, lost keys, and similar charges).

If you meet this definition, you are a Class Member.

Unless you exclude yourself from the settlement, you will receive a return of a portion of your security deposit and get relief from certain debts to Defendants, if any, related to your tenancy (other than for Unpaid Rent and Utilities) as provided in the Agreement. If you exclude yourself from the Settlement, you will not recover money or get debt relief, but you may pursue whatever claims you may have against Defendants.

If the Court approves the settlement at the Final Approval Hearing on **November 17, 2023 at 9:00 a.m.**, it will bind all Class Members who have not excluded themselves and will settle and release all claims against Defendants alleged in the lawsuit. If the Court does not approve the Settlement, the litigation will continue.

WHAT APARTMENT COMPLEXES ARE COVERED?

The settlement covers the following apartment complexes: The Paseos at Montclair North , Pasadena Park Place Apartments, Diamond Park Apartments, Canyon Country Villas, The Village, Skyline Terrance, Broadway Palace Apartments, The Orsini, The Medici, The Lorenzo, Sand Canyon Villas & Townhomes, The Piero, The Da Vinci, Sand Canyon Ranch, River Ranch Townhomes & Apartments, Park Sierra, Colony Townhomes, River Park Apartments, Upland Village Green Apartments, The Visconti, The Summit at Warner Center, The Terrace Apartments, The Paseos at Ontario, and Sea View Villas.

THE SETTLEMENT

The settlement provides that Defendants will, subject to Court approval: (1) pay \$10,000,000, including returning of a portion of each Class Member's security deposit, payment of attorney fees to the attorneys representing the class, reimbursement of litigation costs, and payment of service awards to the Representative Payments; (2) waive in excess of \$2,500,000 in debts allegedly owed by Class Members to Defendants for apartment repair and cleaning charges. In addition, Defendants have agreed to comply with all of the disclosure requirements of California Civil Code § 1950.5 in the future and not to challenge any Class Members disputing credit reporting of cleaning or repair charges.

In exchange for all of these benefits, Class Members who do not exclude themselves from the Class will waive all claims against Defendants as alleged in the lawsuit.

HOW MUCH MONEY WILL I RECEIVE?

The specific amount paid to eligible Class Members will be proportional to the amount of their security deposit retained by Defendants for repair, cleaning, and maintenance charges. Precise amounts are unknown at this time, but our best estimate is that if every Class Member accepted their payment, class members would receive approximately 85.5% of the repair and cleaning deductions from their security deposits back. However, it is very rare in class actions for all class members to accept their payments, so the amount is likely to be larger.

For apartments with more than one tenant (e.g., roommates), the settlement payment for the household will be divided equally between class members who can be identified and located. Any tenant may exclude himself or herself from the settlement, and his or her share will be deducted from the payment for the household. The remainder will be divided equally among the tenants participating in the settlement. For example, if you lived with another person, and a cash payment of \$500.00 is owed for that apartment, then each of you would receive \$250.00 unless you excluded yourselves from the settlement.

If you believe that you have received an incorrect amount of money, contact the Settlement Administrator. The Settlement Administrator and counsel will attempt to resolve any issue.

HOW WILL I RECEIVE MY MONEY?

To receive your money, **you do not need to do anything**. Unless you exclude yourself from the settlement, you will automatically receive your cash payment and the debt relief described above. If you have moved

from the address to which this notice is mailed, you should contact the Settlement Administrator to provide an updated address.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will get the debt relief provided for by the settlement, if applicable to you, and will receive a cash payment.

HOW DOES THE SETTLEMENT RELEASE AFFECT MY RIGHTS?

The settlement will release all claims you may have that are alleged in the lawsuit against Defendants. The settlement does not affect claims for personal injuries. The precise terms of the release are in the Agreement posted on the class website at www.ghpclassaction.com.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. To exclude yourself, you must mail the Settlement Administrator a signed request for exclusion by **October 16, 2023** at the address provided below. No specific form of request is required. Requests must be in writing and must include your full name and mailing address. If you exclude yourself, you will not receive any money or debt relief from the settlement, and both you and Defendants will retain any claims you may have against each other. You will not be able to object to the settlement if you exclude yourself.

If you lived in an apartment with other lessees, each tenant may decide whether to exclude themselves from the settlement and each must submit a written notice of exclusion if desired.

OBJECTING TO THE SETTLEMENT

If you wish to object to the settlement, you may send a notice of your objection to the Settlement Administrator by **October 16, 2023** or you may appear at the Final Approval Hearing. You may also do both. Written objections should include your full name, mailing address, telephone number, apartment complex and unit you lived in, approximate date of move-out, and reason(s) for objecting. You will still be a member of the Class and will be treated like other Class Members if the settlement is approved.

WHAT ABOUT PAYMENT OF ATTORNEY FEES?

Several law firms have been pursuing this class action since 2018 and have devoted substantial resources to the case. The Court has appointed Diamond McCarthy LLP and Law Offices of Jimmie Davis Parker, APC as co-lead counsel for the Class. Lead class counsel and supporting counsel will receive their attorney fees and costs incurred from the overall settlement amount. The total amount allocated to attorney fees is \$3,300,000, provided the Court approves these amounts as reasonable. Class counsel would have sought substantially more in fees and expenses if the case did not settle and went to trial. In addition, the Settlement Administrator will charge a fee for administering the settlement.

WHAT ABOUT THE TENANTS WHO BROUGHT THE CASE?

Representative Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron have served to represent the Class for several years. The Court has appointed them as class representatives and they have been subject to written discovery and depositions. Because they have spent time and effort on this matter, and have had their depositions taken, Class Counsel will ask the Court to approve a service award of up to \$10,000 each (\$30,000 total), at the discretion of the Court, to compensate them for their efforts.

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on **November 17, 2023** at **9:00 a.m.** at the Los Angeles Superior Court, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At that time, the Court will determine whether the settlement, including the attorney fees, expenses, and service awards, is fair, reasonable, and adequate, and should be approved. The hearing date and time may change so you should check the class action website for details or contact the Settlement Administrator if you plan to attend.

The Final Approval Hearing is a public hearing and you are entitled to attend if you wish, but **there is no requirement that you attend**. You do not need to attend to get a settlement check or debt relief. Nor do you need to attend if you wish to exclude yourself or object. However, if you do object to any part of the settlement, including the attorney fees and expenses, you must file and serve a timely written objection and/or address the Court at the Final Approval Hearing.

The Court's social distancing protocols may change prior to the hearing and are updated on the Court's website www.lacourt.org.

ARE MORE DETAILS AVAILABLE?

Yes. You can find more information and key documents related to the case and the settlement at the class action website: **www.ghpclassaction.com**. You may also contact Class Counsel or the Settlement Administrator at the number, email address, and address listed below to obtain additional information. If you wish to object or exclude yourself from the settlement, you must do so as described above.

Class Counsel:

Damion D. D. Robinson
Jimmie Davis Parker
ghplitigation@gmail.com

Class Administrator:

CPT Group
[Toll Free Number]
[Address]

PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 4-2

1 Damion D. D. Robinson, State Bar No. 262573
DIAMOND McCARTHY LLP
2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Tel. (424) 278-2335
Fax (424) 278-2339
4 damion.robinson@diamondmccarthy.com

5 Attorneys for Plaintiffs Xin Chen and Brian Chiang
and the Class and Subclasses
6

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

10 XIN CHEN, an individual; and BRIAN
11 CHIANG, an individual; individually and on
behalf of all others similarly situated;

12 Plaintiffs,

13 vs.

14 GHP MANAGEMENT CORPORATION, a
15 California corporation, *et al.*

16 Defendants.
17

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

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

Date: August 2, 2023
Time: 1:00 a.m.
Dept.: SS-6

Action Filed: July 13, 2018
Trial Date: None Set

19
20 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before the
21 Court for hearing on August 2, 2023 at 11:00 a.m. in Department 6. Plaintiffs' Motion included
22 requests for provisional approval of a proposed Settlement Class, approval of the form and manner
23 of Class Notice, approval of the procedures and deadlines for asserting objections to and requesting
24 exclusion from the Settlement Class, and setting a Final Approval Hearing.

25 The Court has considered Plaintiffs' Motion and Memorandum of Points and Authorities, the
26 Class Action Settlement Agreement (the "Agreement") submitted therewith, the supporting evidence
27 submitted by the parties, and the arguments of all counsel. After considering the foregoing, the
28 Court issues the following Preliminary Approval Order.

1 **IT IS HEREBY ORDERED THAT:**

2 1. This Order incorporates by reference the definitions in the Agreement.

3 2. The Court preliminarily approves the Agreement and finds, on a preliminary basis,
4 that the proposed settlement, including the consideration provided, the distribution formula
5 described for determining settlement payments, and the amounts allocated to fees, expenses, and
6 service awards, is fair, reasonable, and adequate. The Court further finds that the settlement has
7 been reached through arms-length, non-collusive bargaining among counsel for Plaintiffs and
8 Defendants with the use of mediators.

9 3. The Court has already certified a class and subclasses in this case. Pursuant to Code
10 of Civil Procedure § 382, the Court modifies the class definition in this case, for settlement purposes
11 only, as follows:

12 All former tenants of Defendants who moved out during the Class Period
13 from whom Defendants withheld more than \$125.00 of their security deposits
 other than for Unpaid Rent and Utilities.

14 The following are excluded from the Settlement Class: (a) Any persons who were evicted; (b) Any
15 persons who have previously settled their claims with Defendants; (c) the Court and its staff; (d)
16 Defendants and their affiliates; (e) any person employed by any Defendant during the Class Period;
17 and (f) minors and other persons not party to a lease with Defendants.

18 4. Consistent with its prior Order granting Class Certification, the Court finds that the
19 foregoing Settlement Class, for purposes of settlement only, meets all requirements of Code of Civil
20 Procedure § 382, including (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of
21 representative plaintiffs and counsel; (e) predominance of common questions; and (f) superiority.

22 5. Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron are designated as
23 representatives of the Settlement Class. The Court has previously appointed Diamond McCarthy
24 LLP and Law Offices of Jimmie Davis Parker, APC as co-lead counsel for the class (“Lead
25 Counsel”). Lead Counsel along with their respective co-counsel are referred to herein as “Class
26 Counsel.”

27 6. The Court appoints CPT Group, Inc. as the third-party settlement administrator (the
28 “Administrator”). The Court finds that the Administrator is experienced and qualified to administer

1 the class settlement. The costs of settlement administration and Class Notice, including reasonable
2 costs to identify Class Members, shall be paid as set forth in the Agreement.

3 7. The Court hereby approves, as to form and content, the Class Notice attached as
4 Exhibit 1 to the Agreement. The Administrator is directed to provide Class Notice through the mail,
5 publication, email, and website notice procedures set forth in the Agreement. The Court finds that
6 the distribution of the Class Notice in the manner and form set forth in the Agreement and this Order
7 meets the requirements of California law, including California Rule of 3.769(c), constitutes the best
8 possible notice in the circumstances, comports with due process of law, and constitutes due and
9 sufficient notice to all parties entitled thereto.

10 8. As provided in the Agreement, on or before August 16, 2023, the Administrator shall
11 mail the Class Notice to members of the Settlement Class by first-class mail, cause the same to be
12 published in the Los Angeles Times, and email the same (to the extent email addresses are available)
13 to members of the Settlement Class.

14 9. The settlement is not a claims made settlement. To the extent that members of the
15 Settlement Class seek to exclude themselves from the Settlement Class (“opt out”), they must
16 provide written notice, as provided in the Agreement, on or before October 16, 2023 (the “Bar
17 Date”).

18 10. Any person who timely and properly requests exclusion, postmarked prior to the Bar
19 Date, will be deemed excluded from the Settlement Class, will not be bound by the Agreement, and
20 will not receive any of the benefits thereof. Persons who exclude themselves from the Settlement
21 Class shall not have a right to object to the settlement, appeal therefrom, or comment thereon.
22 Requests for exclusion must be signed by the member of the Settlement Class seeking exclusion and
23 must otherwise comply with the requirements stated in the Agreement and the Class Notice.
24 Settlement Class members who have not requested exclusion in a timely manner will be deemed
25 bound by all subsequent determinations of this Court, the Agreement, and the final judgment entered
26 in this action.

27 11. Any Settlement Class member who does not exclude himself or herself as provided
28 above may object to the Agreement and final approval of the settlement. Any person desiring to

1 object may object in writing on or before the Bar Date , and may present evidence and file briefs or
2 other papers with the Court as may be relevant and proper to the issues to be heard and determined
3 by the Court at the Final Approval Hearing. Objections shall be sent to the Class Administrator by
4 mail. Whether or not a member of the Settlement Class makes a written objection, any member of
5 the Settlement Class who has not timely requested exclusion may appear at the Final Approval
6 Hearing and object in person or through counsel. Any Settlement Class member who does not make
7 his or her objection in the manner provided for in the Agreement and herein shall be deemed to have
8 waived such objection and shall be foreclosed from objecting to the settlement.

9 12. All filings in connection with final approval, including, without limitation, any
10 objections or appeals therefrom, shall be served by electronic service pursuant to Code of Civil
11 Procedure § 1010.6 to avoid delay unless the filing party obtains leave of court for another form of
12 service. Counsel for the parties herein shall be served at the following email addresses: Plaintiffs
13 (damion.robinson@diamondmccarthy.com and JDParker@gmail.com); Defendants
14 (jhaas@ecjlaw.com).

15 13. The Administrator shall provide Lead Counsel and Defendants' counsel with
16 appropriate status updates on the mailing of Class Notice, inquiries from Class Members, requests
17 for exclusion, objections, and payment of the settlement proceeds. In addition, the Administrator
18 shall, within 30 days of the date of this Order, provide a declaration stating the date of mailing and
19 publication of the Class Notice and any efforts to locate addresses for class members from whom the
20 Class Notice was returned. Upon completion of the settlement administration process, the
21 Administrator shall provide written certification of such completion, and shall provide proof of
22 payment on request of the Court and/or counsel for the parties.

23 14. Pending the Final Approval Hearing, all proceedings in this action, other than those
24 necessary to carry out the settlement and this Order, are hereby stayed. Pursuant to the written
25 stipulation of the parties, as set forth in the Agreement, all periods from January 10, 2022 to the date
26 of the Final Approval Hearing shall be excluded from the time to bring this action to trial under
27 Code of Civil Procedure §§ 283.420 and 583.310, and any other statutes or rules of similar effect.

28 15. If for any reason the settlement is not finally approved, or does not become effective,

1 this Order shall be deemed vacated and shall be of no further force or effect (except as to Paragraph
2 14, above) and this action shall proceed as though no settlement has been attempted. The class and
3 sub-classes previously approved by the Court on August 4, 2021 shall remain in effect if the
4 settlement is not finally approved or does not become effective for any reason.

5 16. Any member of the Settlement Class may enter an appearance in this action, at his or
6 her own expense, individually or through counsel of his or her choice. If he or she does not enter an
7 appearance, submit a request for exclusion (as provided above), or object (as provided above), then
8 he or she will be deemed represented by Class Counsel.

9 17. The parties are hereby authorized, without further approval or intervention from this
10 Court, to agree to and adopt modifications and/or expansions of the Agreement, including, without
11 limitation, the forms and procedures used in disbursing settlement payments as necessary to carry
12 this Order and the Agreement into effect; provided, that all such modifications or expansions are
13 consistent with this Order and do not limit the rights or recoveries of Settlement Class members
14 under the Agreement.

15 18. The Court further sets the following schedule for the Final Approval Hearing:

16 The Final Approval Hearing is set for November 17, 2023 at 9:00 a.m. in Department 6 of
17 the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California
18 90012.

19 The Motion for Final Approval shall be filed by September 15, 2023.

20 Any opposition briefing and written objections shall be filed by October 16, 2023.

21 Any reply briefing, shall be filed by November 6, 2023.

22
23 The Court may continue the Final Approval Hearing without further notice to the Settlement
24 Class other than posting on the settlement website maintained by the Administrator.

25 **IT IS SO ORDERED.**

26 Dated: _____

The Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4-3

1 Damion D. D. Robinson, State Bar No. 262573
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2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Tel. (424) 278-2335
Fax (424) 278-2339
4 damion.robinson@diamondmccarthy.com

5 Attorneys for Plaintiffs Xin Chen and Brian Chiang
and the Class and Subclasses
6

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

10 XIN CHEN, an individual; and BRIAN
11 CHIANG, an individual; individually and on
behalf of all others similarly situated;

12 Plaintiffs,

13 vs.

14 GHP MANAGEMENT CORPORATION, a
15 California corporation, *et al.*

16 Defendants.

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

[PROPOSED] FINAL APPROVAL ORDER

Date: [●]
Time: [●]
Dept.: SS-6

Action Filed: July 13, 2018
Trial Date: None Set

17
18
19 Plaintiffs' Motion for Final Approval of Class Action Settlement came before the Court for
20 hearing on [●] at [●] in Department 6. The Court granted Preliminary Approval of the Class Action
21 Settlement Agreement (the "Agreement") on [●].

22 Having considered Plaintiffs' Motion for Final Approval, all objections to the Agreement, the
23 evidence submitted, and the arguments of all counsel and parties at the hearing, the Court finds good
24 cause and enters the following Final Approval Order.

25 **I. FINDINGS**

- 26 1. This Order incorporates by reference the definitions in the Agreement.
27 2. After consideration of the terms of the Agreement and the evidence submitted, the
28 proposed settlement is fair, adequate, and reasonable, and consistent with the requirements of

1 California law, including, without limitation, California Rules of Court, rule 3.769. The settlement
2 was reached after extensive, arms-length and non-collusive negotiations among counsel with the
3 assistance of mediators.

4 3. The Class Notice provided to members of the Settlement Class was the best
5 practicable notice under the circumstances, and meets the requirements of California law, including
6 California Rules of Court, rule 3.769. The Court finds that the Class Notice constituted due,
7 adequate, and sufficient notice, consistent with due process of law.

8 4. The attorney's fees requested by counsel for Plaintiffs and the Settlement Class
9 ("Class Counsel") are fair and reasonable. The Court has considered Class Counsel's fee request
10 under a common fund method with a lodestar cross-check and is fully familiar with the history of
11 this litigation, the extensive work performed, and the risks and complexity of the case. The Court is
12 also familiar with the market for legal services in the Los Angeles area and the rates charged by
13 counsel in similar cases. The Court finds that a total fee of \$[●], reflecting [●]% of the common
14 fund recovery is reasonable and appropriate in this case in light of the length and complexity of the
15 litigation and the stellar results obtained for the class. Using a lodestar cross-check, the Court finds
16 that counsel's hourly rates and hours are reasonable, and that a multiplier is warranted in this case
17 due to the risk involved and results obtained, as well as the contingent nature of the representation.

18 5. The costs incurred by counsel in the amount of [●] are reasonable and appropriate in
19 light of the nature and scope of this litigation.

20 6. The Court finds that the service awards of \$10,000 to each named Plaintiff are fair,
21 reasonable, and appropriate. The named Plaintiffs responded to multiple rounds of significant
22 written discovery, assisted counsel in strategy and settlement discussions, attended mediation, and
23 sat for depositions.

24 **II. ORDER**

25 In light of the foregoing, **IT IS HEREBY ORDERED:**

26 7. The Agreement and Settlement are approved. Counsel and the Administrator are
27 directed to consummate the settlement as set forth in the Agreement.

28 8. The Proposed Final Judgment is hereby approved and the Court will enter the Final

1 Judgment herewith.

2 9. Class Counsel shall receive attorney's fees of \$[●] and cost reimbursement of \$[●]
3 from the settlement fund. The Administrator is also authorized to deduct the fees and costs of
4 administration, not to exceed \$175,000, from the settlement fund.

5 10. The Escrow Agent and Administrator are directed to issue and distribute the
6 settlement fund, including attorney's fees, costs, administration costs, service awards, and class
7 member payments, as provided in Section 9 of the Agreement. The manner of calculating each
8 interested party's share of the settlement funds and the method of issuing payment shall be governed
9 by Section 9 of the Agreement.

10 11. All future filings in connection with this order and any notice of appeal shall be
11 served by electronic service pursuant to Code of Civil Procedure § 1010.6 to avoid delay unless the
12 filing party obtains leave of Court. Counsel for the parties herein shall be served at the following
13 email addresses: Plaintiffs (damion.robinson@diamondmccarthy.com and JDParker@gmail.com);
14 Defendants (jhaas@ecjlaw.com).

15 12. The Administrator shall, upon request, provide status updates to Class Counsel,
16 Defendant's counsel, and the Court regarding the status of payment, the rate of acceptance of the
17 payments, and any efforts to locate members of the Settlement Class whose initial settlement
18 payments were returned as undeliverable. The Administrator shall further provide those declarations
19 required by Section 9.11 of the Agreement as required therein.

20 13. The Court hereby sets a Status Conference re: Settlement Administration for
21 _____, 2023 at _____ in Department 6.

22 **IT IS SO ORDERED.**

23 Dated: _____

24 _____
25 The Honorable Elihu M. Berle
26 JUDGE OF THE SUPERIOR COURT
27
28

EXHIBIT 4-4

1 Damion D. D. Robinson, State Bar No. 262573
DIAMOND McCARTHY LLP
2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Tel. (424) 278-2335
Fax (424) 278-2339
4 damion.robinson@diamondmccarthy.com

5 Attorneys for Plaintiffs Xin Chen and Brian Chiang
and the Class and Subclasses
6

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

10 XIN CHEN, an individual; and BRIAN
11 CHIANG, an individual; individually and on
behalf of all others similarly situated;

12 Plaintiffs,

13 vs.

14 GHP MANAGEMENT CORPORATION, a
15 California corporation, *et al.*

16 Defendants.

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

[PROPOSED] JUDGMENT

Date: [●]
Time: [●]
Dept.: SS-6

Action Filed: July 13, 2018
Trial Date: None Set

17
18
19 The Court, having granted final approval of the parties' Class Action Settlement Agreement
20 (the "Agreement"), hereby enters judgment pursuant to that Agreement as follows.

21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

22 **A. Definitions**

23 The "**Settlement Class**" is defined as follows:

24 All former tenants of Defendants who moved out during the Class
25 Period from whom Defendants withheld more than \$125.00 of their
26 security deposits other than for Unpaid Rent and Utilities.

27 The Settlement Class excludes the following: Any persons who were evicted; Any persons who have
28 previously settled their claims with Defendants; The Court and its staff; Defendants and their
affiliates; any person employed by any Defendant during the Class Period; and minors and other

1 persons not party to a lease with Defendants. Members of the Settlement Class who filed timely and
2 proper requests for exclusion from the Settlement Class are hereby excluded from the definition of
3 Settlement Class.

4 **“Defendants”** is defined as follows: Defendants, Cross-Complainants and related parties
5 GHP Management Corporation; G.H. Palmer Associates; LR 9th and Broadway, LLC; 918
6 Broadway Associates, LLC; CCV Partnership II, a California Limited Partnership; Saugus Colony
7 Limited, a California Limited Partnership; Palmer Temple Street Properties, LLC; Palmer Temple
8 Street Properties, L.P.; Canyon Sierra Apartments; Canyon Sierra Properties, LLC; Palmer Flower
9 Street Properties, a California Limited Partnership; Palmer Flower Street Properties II, L.P.; Palmer
10 Flower Street Properties II, LLC; Palmer/City Center II, Inc.; Palmer/City Center II, a California
11 Limited Partnership; Palmer Boston Street Properties I, LP; Palmer Boston Street Properties II, LP;
12 Palmer Boston Street Properties II, Inc.; Palmer Boston Street Properties III, a California Limited
13 Partnership; Orsini III, LLC; Bridewell Properties, Ltd., a California Limited Partnership; Park
14 Sierra Properties, a California Limited Partnership; Park Sierra Apartments, LLC; 4914 Olive Street
15 Properties, LLC; Palmer Ontario Properties, LP; Piero Properties II, LLC; Palmer St. Paul
16 Properties, LP; Palmer/Sixth Street Properties, L.P.; Park Sierra Properties II, a California Limited
17 Partnership; Park Sierra Properties II, Inc.; The Solemint Heights Partnership, a California Limited
18 Partnership; Palmer-Saugus, a California Limited Partnership; Palmer Sand Canyon, Ltd., a
19 California Limited Partnership; Figter Limited, a California Limited Partnership; Warner Center
20 Summit Ltd., a California Limited Partnership; Westcreek Properties Ltd., a California Limited
21 Partnership; Upland Village Green, a California Limited Partnership; Upland Village Green, LLC;
22 Easton Investments II, a California Limited Partnership; Palmer/Third Street Properties, L.P., a
23 California Limited Partnership; and Visconti Apartments, LLC.

24 The **“Defendant Released Parties”** are defined as follows: Defendants, including, without
25 limitation, currently and previously named defendants in the Action, and each of their past and
26 present officers, trustees, beneficiaries, directors, shareholders, owners, subsidiaries, parent
27 companies, sister companies, affiliates, alter egos, joint ventures, partners, partnerships, members,
28 limited liability companies, companies, divisions, representatives, employees, agents, attorneys,

1 insurers, vendors, third party managers, predecessors, successors and assigns.

2 **“GHP Property”** is defined as follows: any apartment building at any of the following
3 communities: (1) The Paseos at Montclair North, (2) Pasadena Park Place Apartments, (3) Diamond
4 Park Apartments, (4) Canyon Country Villas, (5) The Village, (6) Skyline Terrance, (7) Broadway
5 Palace Apartments, (8) The Orsini, (9) The Medici, (10) The Lorenzo, (11) Sand Canyon Villas &
6 Townhomes, (12) The Piero, (13) The Da Vinci, (14) Sand Canyon Ranch, (15) River Ranch
7 Townhomes & Apartments, (16) Park Sierra, (17) Colony Townhomes, (18) River Park Apartments,
8 (19) Upland Village Green Apartments, (20) The Visconti, (21) The Summit at Warner Center, (22)
9 The Terrance Apartments, (23) The Paseos at Ontario, and (24) Sea View Villas. **“GHP Properties”**
10 means all of the above-referenced buildings and communities.

11 **B. Compliance with Agreement**

12 After the expiration of any deadlines to seek reconsideration of this Judgment or the Court’s
13 Order granting final approval of the Settlement, and the exhaustion of any appeals, the parties, the
14 class action administrator, and the escrow agent, shall administer the settlement in compliance with
15 the terms of the Agreement.

16 **C. Releases**

17 Upon the making of the First Settlement Payment as provided in the Agreement, each
18 member of the Settlement Class is adjudged to have released each of the Defendant Released Parties
19 from all actions, claims, demands, rights, suits, and causes of action alleged in the First Amended
20 Complaint in Case No. BC713402 and the Complaint in Case No. 19STCV03833. This release does
21 **not** include claims for personal injury or wrongful death.

22 Each of the Defendant Released Parties is adjudged to have released, effective as of the date
23 of the making of the First Settlement Payment, each member of the Settlement Class from any and
24 all actions, claims, demands, rights, suits, and causes of action of the Defendant Released Parties, of
25 whatever kind, whether known or unknown, against the members of the Settlement Class, for
26 physical damages (including, without limitation, assessed charges for apartment cleaning, painting,
27 carpet cleaning and/or carpet replacement), fees and/or other amounts that Defendants contend are
28 owed under the lease agreements entered into by members of the Settlement Class at a GHP Property

1 during period of July 13, 2014 through June 30, 2022, excluding claims by Defendants for Unpaid
2 Rent and Utilities, as defined in the Agreement.

3 **C. Forward Looking Relief**

4 Defendants shall take all reasonable steps to ensure that all residential communities in the
5 State of California owned or managed by Defendants are in compliance with California Civil Code
6 section 1950.5.

7 Defendants shall:

8 (i) provide departing tenants who are charged \$125 or more for cleaning or repairs done by
9 third party vendors with receipts or invoices from the party doing the work, either within 21 days of
10 the end of the tenancy, or within 14 days of receipt of the documentation from the third party,
11 whichever is later. If Defendants do not have documentation available from the third-party vendor
12 within the 21-day period after the end of the tenancy, they shall also provide the tenant a reasonable
13 estimate of the costs.

14 (ii) to the extent that Defendants deduct from security deposits for in-house labor or
15 materials, Defendants shall (a) reasonably describe the work performed by in-house personnel and
16 provide the hours and hourly rate charged; and (b) provide a bill, invoice, receipt, price list, or
17 similar documentation of each charge for in-house supplies charged against a tenant deposit.

18 If any provision of Civil Code section 1950.5 or any other applicable statute is changed,
19 clarified or otherwise modified through statute, regulation or case law, GHP shall comply with the
20 applicable provision as changed, clarified or otherwise modified.

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D. Settlement Approval Order

The Court further enters judgment on its Order Granting Final Approval of Class Action Settlement of even date therewith, which is incorporated herein by reference.

E. Modification

This judgment will be reopened and modified to reflect any cy pres distribution of settlement funds as provided in the Agreement.

Dated: _____

The Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

EXHIBIT 4-5

ESCROW INSTRUCTIONS

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

[Date]

Name of Escrow Agent: _____

Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron (“Plaintiffs”) and Defendants GHP Management Corporation and related entities (“Defendants”), through their counsel, hereby provide these Escrow Instructions (these “Instructions”) to the Escrow Agent named above and any successor or replacement agent (the “Escrow Agent”). These Escrow Instructions are provided pursuant to that certain Class Action Settlement Agreement (the “Settlement Agreement”), which is attached hereto and incorporated by this reference. Capitalized terms not defined herein shall have the meanings set forth in the Settlement Agreement. In the event of a conflict, the Settlement Agreement shall control over these instructions.

1. **Deposit Into Escrow.** Within 20 days of either party providing notice that the Los Angeles Superior Court (the “Court”) in the above-referenced action has preliminarily approved a settlement, along with a copy of the approval order, Defendants shall deposit Ten Million Dollars and No Cents (\$10,000,000) into escrow with the Escrow Agent (the “Escrow Funds”). The Escrow Agent shall provide wiring instructions for this purpose upon receipt of the notice referenced above. The Escrow Agent shall provide notice to all parties, through their counsel, of the deposit of the Escrow Funds.

2. **Holding of Escrow Funds.** The Escrow Funds shall be held in a segregated, interest-bearing account, at a national bank, pending a court order or further mutual instructions.

3. **Release of Escrow Funds.** The Escrow Agent shall hold the funds in escrow pending an order from the Court granting full and final approval of the Settlement Agreement. Upon joint notice by the parties of such final approval, along with a copy of the Court’s order granting the same, the Escrow Agent shall release the funds as provided in Section 9 of the Agreement, subject to any further instructions as may be mutually agreed by all parties and approved by the Court.

4. **Termination of Escrow.** In the event that the Los Angeles Superior Court does not grant final approval of the Settlement Agreement, or either party terminates the Settlement Agreement as provided therein, the parties shall provide joint notice to the Escrow Agent of the termination. Upon such notice, the Escrow Agent shall return the Escrow Funds to Defendants, less one half of the fees of the Administrator. The Administrator shall promptly provide to all counsel and the Escrow Agent an itemized statement of all administration fees and costs incurred through the date of the termination. To the extent that such fees and costs do not exceed \$175,000 in the aggregate, the Escrow Agent may rely upon such itemized statement and shall reserve one half of such costs for payment to the Administrator.

5. **Disputes.** Should any dispute arise regarding the maintenance or disbursement of the Escrow Funds, Plaintiffs and Defendants will endeavor in good faith to resolve such disagreement and to provide supplemental instructions. If they cannot so agree, then the Escrow Agent shall continue to hold all disputed funds in escrow pending resolution by the Court of any such dispute. If the dispute is not resolved within 90 days of notice of the dispute, the Escrow Agent may interplead any disputed funds with the Court. The parties, the Escrow Agent, or the Administrator are authorized to seek resolution of any such disputes by entering an appearance in the pending actions identified above.

6. **Escrow Agents Fees and Costs.** The Escrow Agent shall charge a fee of _____ . The parties shall reimburse the Escrow Agent's reasonable and necessary out-of-pocket expenses from the Escrow Funds.

7. **Resignation and Replacement.** To the extent the Escrow Agent is unwilling or unable to continue serving as escrow agent as provided herein, the Escrow Agent shall provide at least 30 days advance written notice to the parties. The parties may also appoint a new escrow agent by mutual agreement. Upon receiving notice of the Escrow Agent's resignation, the parties will endeavor in good faith to agree upon a suitable substitute agent. To the extent they are unable to so agree, they will seek appointment of a substitute escrow agent from the Los Angeles Superior Court. Any substitute or replacement escrow agent shall be deemed the "Escrow Agent" hereunder for all purposes and the outgoing Escrow Agent shall take all steps reasonably necessary to transition the escrow to the incoming Escrow Agent.

8. **Further Instructions.** The parties may submit supplemental or amended escrow instructions to the Escrow Agent from time to time and the specific terms of the Agreement and/or these instructions may be modified by the Los Angeles Superior Court. To the extent that the Escrow Agent does not accept supplemental, amended, or modified instructions, it shall notify all parties within 10 days of its receipt of such instructions.

PLAINTIFFS

By: _____
Damion Robinson
Diamond McCarthy LLP

DEFENDANTS

By: _____
Jason Haas
Ervin, Cohen & Jessup, LLP

ESCROW AGENT

The Escrow Agent accepts these instructions by its authorized signature below.

By: _____
Name: _____
Title: _____

EXHIBIT 5

ADDENDUM No. 1 to
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron (collectively, “**Plaintiffs**”) and Defendants GHP Management Corporation, 4914 Olive Street Properties, LLC, Bridewell Properties, Ltd., Canyon Sierra Properties, LLC, CCV Partnership II, Easton Investments II, Figter Limited, LR 9th And Broadway, LLC, Palmer Boston Street Properties II, Palmer/City Center II, Palmer Flower Street Properties, Palmer Sand Canyon, Ltd, Palmer St. Paul Properties, Palmer Temple Street Properties, LLC, Palmer-Saugus, Ltd, Park Sierra Properties II, Park Sierra Properties, Ltd, Saugus Colony Limited, Solemint Heights Partnership, LP, Upland Village Green, Visconti Apartments, LLC, Warner Center Summit Ltd, and Westcreek Properties Ltd. (collectively, the “**Defendants**”), hereby agree to this Addendum No. 1 (this “**Addendum**”) to the Class Action Settlement Agreement and Release by and between Plaintiff and Defendants dated June 29, 2023 (the “**Settlement Agreement**”). This Addendum shall be effective as of August 2, 2023. Capitalized terms not defined herein shall have the meanings set forth in the Settlement Agreement.

WHEREAS, Plaintiffs and Defendants (each a “**Party**” and collectively the “**Parties**”) entered into the Settlement Agreement to resolve two consolidated class-action lawsuits styled, *Chen v. GHP Management Corporation, et al.*, Case No. BC713402 and *Waldron v. GHP Management Corporation, et al.*, Case No. 19STCV03883 (collectively, the “**Lawsuits**”);

WHEREAS, on June 30, 2023, Plaintiffs moved unopposed for preliminary approval of the Settlement Agreement, which motion the Court heard on August 2, 2023;

WHEREAS, the Court directed the Parties to make a number of clarifying and non-material changes to the Settlement Agreement before granting preliminary approval of the Settlement Agreement;

WHEREAS, the Settlement Agreement provides that it may be amended if the amendment is “made in writing and signed by each Party or by authorized representatives of each Party and approved by the Court.” Settlement Agreement § 25.

WHEREAS, to facilitate preliminary and final Court approval of the Settlement Agreement, all Parties desire to amend the Settlement Agreement to conform with the Court’s directives and do so by way of this Addendum;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for purposes of obtaining preliminary and final approval of the Settlement Agreement and the class-action settlement embodied therein, the parties agree and amend the Settlement Agreement as follows:

1. **Class Release:** The Parties clarify that the releases provided by Plaintiffs and Participating Class Members shall include only those claims that have accrued during the Class Period.

a. The definition of “Released Claims” on Page 5 of the Settlement Agreement is hereby amended by adding the following: “The Released Claims shall only include claims that accrued during the Class Period as defined herein.”

b. Section 13.1 is amended to state in full as follows:

Upon the date of mailing of the First Settlement Payment, each of the Named Plaintiffs and Participating Class Members, on behalf of themselves, and their

respective predecessors, successors, heirs, assigns, shall be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever released, relinquished and discharged all Released Claims **that accrued during the Class Period** against the Defendant Released Parties, whether or not any individual Participating Class Member executes and delivers any form of release or accepts and cashes his, her, or its settlement payment(s).

c. Section 13.2 is amended to state in full as follows:

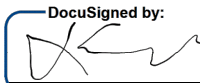
Upon the release set forth in Section 13.1, above, becoming effective, each of the Named Plaintiffs and each Participating Class Member, on behalf of themselves, and their respective predecessors, successors, heirs, and assigns, shall be barred from initiating, asserting or prosecuting any of the Released Claims **that accrued during the Class Period** against any of the Defendant Released Parties.


2. **Class Notice.** The Parties agree to the modified class notice attached hereto as **Exhibit 1** (the “**Amended Class Notice**”). Subject to any changes made by the Court at the preliminary approval hearing, the Amended Class Notice shall replace the Class Notice attached as Exhibit 1 to the Settlement Agreement.


3. **Ratification; No Other Changes.** Except as expressly modified by Sections 1 and 2 of this Addendum, the Settlement Agreement shall remain in full force and effect between all Parties. The Parties, by their undersigned representatives, hereby ratify, approve, and adopt the Settlement Agreement as so modified.

IN WITNESS WHEREOF, the Parties execute this Addendum No. 1 as of the date first above written by their authorized representatives undersigned below.

PLAINTIFFS

By: 
Xin Chen

By: 
Brian Chiang

By: 
Kierney Waldron

Counsel

DIAMOND McCARTHY LLP

By: 
Damion D. D. Robinson

[Additional Signatures on Following Page]

**Additional Signature Page to
Addendum No. 1**

IN WITNESS WHEREOF, the Parties execute this Addendum No. 1 as of the date first above written by their authorized representatives undersigned below.

PLAINTIFFS (Cont'd)

Counsel

LAW OFFICES OF JIMMIE DAVIS
PARKER, APC

By: 

Jimmie Davis Parker

DEFENDANTS

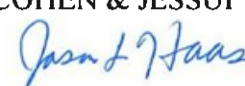
GHP MANAGEMENT CORPORATION
on its own behalf and on behalf of all
Defendants listed above

By: 

Its: President

Counsel

ERVIN COHEN & JESSUP LLP

By: 

Jason L. Haas

EXHIBIT 1-1

NOTICE OF CLASS ACTION SETTLEMENT

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

If you leased an apartment unit at a GHP property and moved out of your apartment between July 13, 2014 and June 30, 2022, this class action settlement may benefit you and affect your rights. The GHP properties covered by this notice are listed below.

This Notice provides you with a brief description of the lawsuit and proposed settlement. More information and key documents related to the settlement can be found at the class action website.

[SPANISH] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

[MANDARIN] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

WWW.GHPCCLASSACTION.COM

WHAT IS THIS LAWSUIT ABOUT?

In this class action lawsuit, Xin Chen, Brian Chiang, and Kierney Waldron (called “Representative Plaintiffs”) allege that GHP Management Corporation and other companies (called “Defendants”) violated California Civil Code section 1950.5 and other laws by improperly handling tenant security deposits, imposing improper move-out charges, and failing to provide required disclosures.

Defendants deny these allegations, deny any wrongdoing and maintain that they fully complied with the law. By entering into this settlement, Defendants in no way admit any violation of law or any liability. The Court has not yet decided who is correct. The parties reached a settlement to avoid the time, uncertainty, and expense of further litigation in court.

The parties are settling this lawsuit as a class action. In a class action, one or more people (such as the Representative Plaintiffs), sue on behalf of a group of people who have similar claims. This group is called the “Class” or the “Class Members.” The Court has approved this case proceeding as a class action on behalf of certain former tenants of Defendants.

On August 24, 2023, the Court preliminarily approved a proposed settlement of this class action lawsuit as set forth in the Class Action Settlement Agreement (“Agreement”), which is available on the class website. The Court approved certification of the following Class (the “Settlement Class”):

All former tenants of Defendants who moved out during the Class Period from whom Defendants withheld more than \$125.00 of their security deposits other than for Unpaid Rent and Utilities, excluding (a) tenants who were evicted, (b) tenants who have previously settled their claims; (c) the judge assigned to the case and his staff; (d) Defendants and their affiliates and employees; (e) any person employed by any Defendants during the class period; and (f) minors and other persons not party to a lease with Defendants. (Unpaid Rent and Utilities is defined in the Agreement to include charges unrelated to repair, cleaning, or maintenance of apartments, such as unpaid rent, utilities, common area charges, lost keys, and similar charges).

If you meet this definition, you are a Class Member.

Unless you exclude yourself from the settlement, you will receive a return of a portion of your security deposit and get relief from certain debts to Defendants, if any, related to your tenancy (other than for Unpaid Rent and Utilities) as provided in the Agreement. If you exclude yourself from the Settlement, you will not recover money or get debt relief, but you may pursue whatever claims you may have against Defendants.

If the Court approves the settlement at the Final Approval Hearing on [●] at [●], it will bind all Class Members who have not excluded themselves and will settle and release all claims against Defendants alleged in the lawsuit. If the Court does not approve the Settlement, the litigation will continue.

WHAT APARTMENT COMPLEXES ARE COVERED?

The settlement covers the following apartment complexes: The Paseos at Montclair North , Pasadena Park Place Apartments, Diamond Park Apartments, Canyon Country Villas, The Village, Skyline Terrance, Broadway Palace Apartments, The Orsini, The Medici, The Lorenzo, Sand Canyon Villas & Townhomes, The Piero, The Da Vinci, Sand Canyon Ranch, River Ranch Townhomes & Apartments, Park Sierra, Colony Townhomes, River Park Apartments, Upland Village Green Apartments, The Visconti, The Summit at Warner Center, The Terrace Apartments, The Paseos at Ontario, and Sea View Villas.

THE SETTLEMENT

The settlement provides that Defendants will, subject to Court approval: (1) pay \$10,000,000, including returning of a portion of each Class Member's security deposit, payment of attorney fees to the attorneys representing the class, reimbursement of litigation costs, and payment of service awards to Representative Plaintiffs (the "Cash Payment"); (2) waive in excess of \$2,500,000 in debts allegedly owed by Class Members to Defendants for apartment repair and cleaning charges. In addition, Defendants have agreed to comply with all of the disclosure requirements of California Civil Code § 1950.5 in the future and not to challenge any Class Members disputing credit reporting of cleaning or repair charges.

The Cash Payment will be distributed as follows:

- A minimum of \$6,295,000 to eligible and participating Class Members;
- Attorney fees not to exceed \$3,300,000, subject to Court approval;
- Actual expenses of the Settlement Administrator, CPT Group, Inc., not to exceed \$175,000;
- Actual litigation expenses of Representative Plaintiffs and counsel not to exceed \$200,000; and
- Awards to Representative Plaintiffs not to exceed \$30,000 (\$10,000 each), subject to Court approval.

In exchange for the benefits described above, Class Members who do not exclude themselves from the Class will be subject to the following release of claims against Defendants:

Upon the date of mailing of the First Settlement Payment, each of the Named Plaintiffs and Participating Class Members, on behalf of themselves, and their respective predecessors, successors, heirs, assigns, shall be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever released, relinquished and discharged all Released Claims that accrued during the Class Period against the Defendant Released Parties, whether or not any individual Participating Class Member executes and delivers any form of release or accepts and cashes his, her, or its settlement payment(s).

The term "Released Claims" means all actions, claims, demands, rights, suits, and causes of action asserted in the operative First Amended Complaint in the Chen action and the Complaint in the Waldron action against the Defendant Released Parties, or any of them, including without limitation any and all claims for damages, restitution, loss, statutory relief, injunctive relief, bad faith claims, costs, expenses, penalties, attorneys' fees, expert fees, and interest, whether as individual claims or claims asserted on a class basis. The Released Claims including, without limitation, those claims asserted in the operative pleadings relating to: (i) breach of lease regarding the handling of security deposits; (ii) withholding of tenant security;

(iii) charges for apartment cleaning, painting, carpet cleaning, carpet replacement, accelerated rent, rent concession or other charges assessed to any tenant at the time of move-out; (iv) alleged non-compliance with Civil Code §1950.5 and/or Civil Code §1951; or violation of Business & Professions Code § 17200. For purposes of clarity, claims for Class Members' personal property damage, breach of the implied warranty of habitability, and personal injury including wrongful death shall be excluded from the Released Claims. The Released Claims shall only include claims that accrued during the Class Period as defined herein.

The terms of the release are set forth in more detail in the Agreement and on the class website, www.ghpclassaction.com.

HOW MUCH MONEY WILL I RECEIVE?

The specific amount paid to eligible Class Members will be proportional to the amount of their security deposit retained by Defendants for repair, cleaning, and maintenance charges. Precise amounts are unknown at this time, but our best estimate is that if every Class Member accepted their payment, class members would receive approximately 85.5% of the repair and cleaning deductions from their security deposits back. However, it is very rare in class actions for all class members to accept their payments, so the amount is likely to be larger.

For apartments with more than one tenant (e.g., roommates), the settlement payment for the household will be divided equally between class members who can be identified and located. Any tenant may exclude himself or herself from the settlement, and his or her share will be deducted from the payment for the household. The remainder will be divided equally among the tenants participating in the settlement. For example, if you lived with another person, and a cash payment of \$500.00 is owed for that apartment, then each of you would receive \$250.00 unless you excluded yourselves from the settlement.

If you believe that you have received an incorrect amount of money, contact the Settlement Administrator. The Settlement Administrator and counsel will attempt to resolve any issue.

HOW WILL I RECEIVE MY MONEY?

To receive your money, **you do not need to do anything**. Unless you exclude yourself from the settlement, you will automatically receive your cash payment and the debt relief described above. If you have moved from the address to which this notice is mailed, you should contact the Settlement Administrator to provide an updated address.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will get the debt relief provided for by the settlement, if applicable to you, and will receive a cash payment.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. To exclude yourself, you must mail the Settlement Administrator a signed request for exclusion by at the address provided below. No specific form of request is required. Requests must be in writing and must include your full name and mailing address. If you exclude yourself, you will not receive any money or debt relief from the settlement, and both you and Defendants will retain any claims you may have against each other. You will not be able to object to the settlement if you exclude yourself.

If you lived in an apartment with other lessees, each tenant may decide whether to exclude themselves from the settlement and each must submit a written notice of exclusion if desired.

OBJECTING TO THE SETTLEMENT

If you wish to object to the settlement, you may send a notice of your objection to the Settlement Administrator by or you may appear at the Final Approval Hearing. You may also do both. Written objections should include your full name, mailing address, telephone number, apartment complex and unit

you lived in, approximate date of move-out, and reason(s) for objecting. You will still be a member of the Class and will be treated like other Class Members if the settlement is approved.

WHAT ABOUT PAYMENT OF ATTORNEY FEES?

Several law firms have been pursuing this class action since 2018 and have devoted substantial resources to the case. The Court has appointed Diamond McCarthy LLP and Law Offices of Jimmie Davis Parker, APC as co-lead counsel for the Class. Lead class counsel and supporting counsel will receive their attorney fees and costs incurred from the overall settlement amount. The total amount allocated to attorney fees is \$3,300,000, provided the Court approves these amounts as reasonable. Class counsel would have sought substantially more in fees and expenses if the case did not settle and went to trial. In addition, the Settlement Administrator will charge a fee for administering the settlement.

WHAT ABOUT THE TENANTS WHO BROUGHT THE CASE?

Representative Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron have served to represent the Class for several years. The Court has appointed them as class representatives and they have been subject to written discovery and depositions. Because they have spent time and effort on this matter, and have had their depositions taken, Class Counsel will ask the Court to approve a service award of up to \$10,000 each (\$30,000 total), at the discretion of the Court, to compensate them for their efforts.

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [●] at [●] at the Los Angeles Superior Court, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At that time, the Court will determine whether the settlement, including the attorney fees, expenses, and service awards, is fair, reasonable, and adequate, and should be approved. The hearing date and time may change so you should check the class action website for details or contact the Settlement Administrator if you plan to attend.

The Final Approval Hearing is a public hearing and you are entitled to attend if you wish, but **there is no requirement that you attend**. You do not need to attend to get a settlement check or debt relief. Nor do you need to attend if you wish to exclude yourself or object. However, if you do object to any part of the settlement, including the attorney fees and expenses, you must file and serve a timely written objection and/or address the Court at the Final Approval Hearing.

The Court's social distancing protocols may change prior to the hearing and are updated on the Court's website www.lacourt.org.

ARE MORE DETAILS AVAILABLE?

Yes. You can find more information and key documents related to the case and the settlement at the class action website: www.ghpclassaction.com. You may also contact Class Counsel or the Settlement Administrator at the number, email address, and address listed below to obtain additional information. If you wish to object or exclude yourself from the settlement, you must do so as described above.

Class Counsel: Damion D. D. Robinson
Jimmie Davis Parker
ghplitigation@gmail.com

Class Administrator: CPT Group
[Toll Free Number]
[Address]

PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE SETTLEMENT PROCESS

EXHIBIT 6

Electronically Received 08/30/2023 04:06 PM

1 Damion D. D. Robinson, State Bar No. 262573
DIAMOND McCARTHY LLP
2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Tel. (424) 278-2335
Fax (424) 278-2339
4 damion.robinson@diamondmccarthy.com

5 Attorneys for Plaintiffs Xin Chen and Brian Chiang
and the Class and Subclasses
6

FILED
Superior Court of California
County of Los Angeles
09/01/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

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

10 XIN CHEN, an individual; and BRIAN
11 CHIANG, an individual; individually and on
behalf of all others similarly situated;

12 Plaintiffs,

13 vs.

14 GHP MANAGEMENT CORPORATION, a
15 California corporation, *et al.*

16 Defendants.

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**~~AMENDED PROPOSED~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: August 2, 2023
Time: 1:00 a.m.
Dept.: SS-6

Action Filed: July 13, 2018
Trial Date: None Set

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20 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before the
21 Court for hearing on August 24, 2023 at 11:00 a.m. in Department 6. Plaintiffs' Motion included
22 requests for provisional approval of a proposed Settlement Class, approval of the form and manner
23 of Class Notice, approval of the procedures and deadlines for asserting objections to and requesting
24 exclusion from the Settlement Class, and setting a Final Approval Hearing.

25 The Court has considered Plaintiffs' Motion and Memorandum of Points and Authorities, the
26 Class Action Settlement Agreement (the "Agreement") submitted therewith, the supporting evidence
27 submitted by the parties, and the arguments of all counsel. After considering the foregoing, the
28 Court issues the following Preliminary Approval Order.

1 **IT IS HEREBY ORDERED THAT:**

2 1. This Order incorporates by reference the definitions in the Agreement.

3 2. The Court preliminarily approves the Agreement and finds, on a preliminary basis,
4 that the proposed settlement, including the consideration provided, the distribution formula
5 described for determining settlement payments, and the amounts allocated to fees, expenses, and
6 service awards, is fair, reasonable, and adequate. The Court further finds that the settlement has
7 been reached through arms-length, non-collusive bargaining among counsel for Plaintiffs and
8 Defendants with the use of mediators.

9 3. The Court has already certified a class and subclasses in this case. Pursuant to Code
10 of Civil Procedure § 382, the Court modifies the class definition in this case, for settlement purposes
11 only, as follows:

12 All former tenants of Defendants who moved out of apartment buildings
13 or complexes owned or managed by Defendants, or any of them, during
14 the Class Period from whom Defendants withheld more than \$125.00 of
 their security deposits other than for Unpaid Rent and Utilities (as
 defined in the Agreement).

15 The following are excluded from the Settlement Class: (a) Any persons who were evicted; (b) Any
16 persons who have previously settled their claims with Defendants; (c) the Court and its staff; (d)
17 Defendants and their affiliates; (e) any person employed by any Defendant during the Class Period;
18 and (f) minors and other persons not party to a lease with Defendants.

19 4. Consistent with its prior Order granting Class Certification, the Court finds that the
20 foregoing Settlement Class, for purposes of settlement only, meets all requirements of Code of Civil
21 Procedure § 382, including (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of
22 representative plaintiffs and counsel; (e) predominance of common questions; and (f) superiority.

23 5. Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron are designated as
24 representatives of the Settlement Class. The Court has previously appointed Diamond McCarthy
25 LLP and Law Offices of Jimmie Davis Parker, APC as co-lead counsel for the class (“Lead
26 Counsel”). Lead Counsel along with their respective co-counsel are referred to herein as “Class
27 Counsel.”

28 6. The Court appoints CPT Group, Inc. as the third-party settlement administrator (the

1 “Administrator”). The Court finds that the Administrator is experienced and qualified to administer
2 the class settlement. The costs of settlement administration and Class Notice, including reasonable
3 costs to identify Class Members, shall be paid as set forth in the Agreement.

4 7. The Court hereby approves, as to form and content, the Class Notice attached as
5 Exhibit 1 to the Agreement and to this Order. The Administrator is directed to provide Class Notice
6 through the mail, publication, email, and website notice procedures set forth in the Agreement. The
7 Court finds that the distribution of the Class Notice in the manner and form set forth in the
8 Agreement and this Order meets the requirements of California law, including California Rule of
9 3.769(c), constitutes the best possible notice in the circumstances, comports with due process of law,
10 and constitutes due and sufficient notice to all parties entitled thereto.

11 8. On or before September 14, 2023, the Administrator shall mail the Class Notice to
12 members of the Settlement Class by first-class mail, cause the same to be published in the Los
13 Angeles Times, and email the same (to the extent email addresses are available) to members of the
14 Settlement Class.

15 9. The settlement is not a claims made settlement. To the extent that members of the
16 Settlement Class seek to exclude themselves from the Settlement Class (“opt out”), they must
17 provide written notice, as provided in the Agreement, on or before November 14, 2023 (the “Bar
18 Date”).

19 10. Any person who timely and properly requests exclusion, postmarked prior to the Bar
20 Date, will be deemed excluded from the Settlement Class, will not be bound by the Agreement, and
21 will not receive any of the benefits thereof. Persons who exclude themselves from the Settlement
22 Class shall not have a right to object to the settlement, appeal therefrom, or comment thereon.
23 Requests for exclusion must be signed by the member of the Settlement Class seeking exclusion and
24 must otherwise comply with the requirements stated in the Agreement and the Class Notice.
25 Settlement Class members who have not requested exclusion in a timely manner will be deemed
26 bound by all subsequent determinations of this Court, the Agreement, and the final judgment entered
27 in this action.

28 11. Any Settlement Class member who does not exclude himself or herself as provided

1 above may object to the Agreement and final approval of the settlement. Any person desiring to
2 object may object in writing on or before the Bar Date , and may present evidence and file briefs or
3 other papers with the Court as may be relevant and proper to the issues to be heard and determined
4 by the Court at the Final Approval Hearing. Objections shall be sent to the Class Administrator by
5 mail. Whether or not a member of the Settlement Class makes a written objection, any member of
6 the Settlement Class who has not timely requested exclusion may appear at the Final Approval
7 Hearing and object in person or through counsel. Any Settlement Class member who does not make
8 his or her objection in the manner provided for in the Agreement and herein shall be deemed to have
9 waived such objection and shall be foreclosed from objecting to the settlement.

10 12. All filings in connection with final approval, including, without limitation, any
11 objections or appeals therefrom, shall be served by electronic service pursuant to Code of Civil
12 Procedure § 1010.6 to avoid delay unless the filing party obtains leave of court for another form of
13 service. Counsel for the parties herein shall be served at the following email addresses: Plaintiffs
14 (damion.robinson@diamondmccarthy.com and JDParker@gmail.com); Defendants
15 (jhaas@ecjlaw.com).

16 13. The Administrator shall provide Lead Counsel and Defendants' counsel with
17 appropriate status updates on the mailing of Class Notice, inquiries from Class Members, requests
18 for exclusion, objections, and payment of the settlement proceeds. In addition, the Administrator
19 shall, within 30 days of the date of this Order, provide a declaration stating the date of mailing and
20 publication of the Class Notice and any efforts to locate addresses for class members from whom the
21 Class Notice was returned. Upon completion of the settlement administration process, the
22 Administrator shall provide written certification of such completion, and shall provide proof of
23 payment on request of the Court and/or counsel for the parties.

24 14. Pending the Final Approval Hearing, all proceedings in this action, other than those
25 necessary to carry out the settlement and this Order, are hereby stayed. Pursuant to the written
26 stipulation of the parties, as set forth in the Agreement, all periods from January 10, 2022 to the date
27 of the Final Approval Hearing shall be excluded from the time to bring this action to trial under
28 Code of Civil Procedure §§ 283.420 and 583.310, and any other statutes or rules of similar effect.

1 15. If for any reason the settlement is not finally approved, or does not become effective,
2 this Order shall be deemed vacated and shall be of no further force or effect (except as to Paragraph
3 14, above) and this action shall proceed as though no settlement has been attempted. The class and
4 sub-classes previously approved by the Court on August 4, 2021 shall remain in effect if the
5 settlement is not finally approved or does not become effective for any reason.

6 16. Any member of the Settlement Class may enter an appearance in this action, at his or
7 her own expense, individually or through counsel of his or her choice. If he or she does not enter an
8 appearance, submit a request for exclusion (as provided above), or object (as provided above), then
9 he or she will be deemed represented by Class Counsel.

10 17. The parties are hereby authorized, without further approval or intervention from this
11 Court, to agree to and adopt modifications and/or expansions of the Agreement, including, without
12 limitation, the forms and procedures used in disbursing settlement payments as necessary to carry
13 this Order and the Agreement into effect; provided, that all such modifications or expansions are
14 consistent with this Order and do not limit the rights or recoveries of Settlement Class members
15 under the Agreement.

16 18. The Court further sets the following schedule for the Final Approval Hearing:

- 17 • The Final Approval Hearing is set for December 13, 2023 at 9:00 a.m. in Department
18 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
19 Angeles, California 90012.
- 20 • The Motion for Final Approval, and any requests for approval of attorney fees, costs,
21 and enhancement awards, along with all supporting evidence, shall be filed by
22 October 16, 2023.
- 23 • Any opposition briefing and written objections shall be filed by November 14, 2023.
- 24 • Any reply briefing and responses to objections, shall be filed by December 4, 2023.
- 25 • The Class Administrator's Report regarding Class Notice shall be filed on or before
26 December 4, 2023.

1 The Court may continue the Final Approval Hearing without further notice to the Settlement
2 Class other than posting on the settlement website maintained by the Administrator.

3 **IT IS SO ORDERED.**

4 Dated: JEFCH



Elihu M. Berle

The Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Chen v. GHP Management Corporation, et al., Case No. BC713402
Waldron v. GHP Management Corporation, et al., Case No. 19STCV03883

If you leased an apartment unit at a GHP property and moved out of your apartment between July 13, 2014 and June 30, 2022, this class action settlement may benefit you and affect your rights. The GHP properties covered by this notice are listed below.

This Notice provides you with a brief description of the lawsuit and proposed settlement. More information and key documents related to the settlement can be found at the class action website.

[SPANISH] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

[MANDARIN] You may be eligible to participate in a class action settlement regarding your apartment security deposit. For more information go to the class action website.

WWW.GHPCLASSACTION.COM

WHAT IS THIS LAWSUIT ABOUT?

In this class action lawsuit, Xin Chen, Brian Chiang, and Kierney Waldron (called “Representative Plaintiffs”) allege that GHP Management Corporation and other companies (called “Defendants”) violated California Civil Code section 1950.5 and other laws by improperly handling tenant security deposits, imposing improper move-out charges, and failing to provide required disclosures.

Defendants deny these allegations, deny any wrongdoing and maintain that they fully complied with the law. By entering into this settlement, Defendants in no way admit any violation of law or any liability. The Court has not yet decided who is correct. The parties reached a settlement to avoid the time, uncertainty, and expense of further litigation in court.

The parties are settling this lawsuit as a class action. In a class action, one or more people (such as the Representative Plaintiffs), sue on behalf of a group of people who have similar claims. This group is called the “Class” or the “Class Members.” The Court has approved this case proceeding as a class action on behalf of certain former tenants of Defendants.

On August 31, 2023, the Court preliminarily approved a proposed settlement of this class action lawsuit as set forth in the Class Action Settlement Agreement (“Agreement”), which is available on the class website. The Court approved certification of the following Class (the “Settlement Class”):

All former tenants of Defendants who moved out during the Class Period from whom Defendants withheld more than \$125.00 of their security deposits other than for Unpaid Rent and Utilities, excluding (a) tenants who were evicted, (b) tenants who have previously settled their claims; (c) the judge assigned to the case and his staff; (d) Defendants and their affiliates and employees; (e) any person employed by any Defendants during the class period; and (f) minors and other persons not party to a lease with Defendants. (Unpaid Rent and Utilities is defined in the Agreement to include charges unrelated to repair, cleaning, or maintenance of apartments, such as unpaid rent, utilities, common area charges, lost keys, and similar charges).

If you meet this definition, you are a Class Member.

Unless you exclude yourself from the settlement, you will receive a return of a portion of your security deposit and get relief from certain debts to Defendants, if any, related to your tenancy (other than for Unpaid Rent and Utilities) as provided in the Agreement. If you exclude yourself from the Settlement, you will not recover money or get debt relief, but you may pursue whatever claims you may have against Defendants.

If the Court approves the settlement at the Final Approval Hearing on **December 13, 2023 at 9:00 a.m.**, it will bind all Class Members who have not excluded themselves and will settle and release all claims against Defendants alleged in the lawsuit. If the Court does not approve the Settlement, the litigation will continue.

WHAT APARTMENT COMPLEXES ARE COVERED?

The settlement covers the following apartment complexes: The Paseos at Montclair North, Pasadena Park Place Apartments, Diamond Park Apartments, Canyon Country Villas, The Village, Skyline Terrance, Broadway Palace Apartments, The Orsini, The Medici, The Lorenzo, Sand Canyon Villas & Townhomes, The Piero, The Da Vinci, Sand Canyon Ranch, River Ranch Townhomes & Apartments, Park Sierra, Colony Townhomes, River Park Apartments, Upland Village Green Apartments, The Visconti, The Summit at Warner Center, The Terrace Apartments, The Paseos at Ontario, and Sea View Villas.

THE SETTLEMENT

The settlement provides that Defendants will, subject to Court approval: (1) pay \$10,000,000, including returning a portion of each Class Member's security deposit, payment of attorney fees to the attorneys representing the class, reimbursement of litigation costs, and payment of service awards to Representative Plaintiffs (the "Cash Payment"); (2) waive in excess of \$2,500,000 in debts allegedly owed by Class Members to Defendants for apartment repair and cleaning charges. In addition, Defendants have agreed to comply with all of the disclosure requirements of California Civil Code § 1950.5 in the future and not to challenge any Class Members disputing credit reporting of cleaning or repair charges.

The Cash Payment will be distributed as follows:

- A minimum of \$6,295,000 to eligible and participating Class Members;
- Attorney fees not to exceed \$3,300,000, subject to Court approval;
- Actual expenses of the Settlement Administrator, CPT Group, Inc., not to exceed \$175,000;
- Actual litigation expenses of Representative Plaintiffs and counsel not to exceed \$200,000; and
- Awards to Representative Plaintiffs not to exceed \$30,000 (\$10,000 each), subject to Court approval.

In exchange for the benefits described above, Class Members who do not exclude themselves from the Class will be subject to the following release of claims against Defendants:

Upon the date of mailing of the First Settlement Payment, each of the Named Plaintiffs and Participating Class Members, on behalf of themselves, and their respective predecessors, successors, heirs, assigns, shall be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever released, relinquished and discharged all Released Claims that accrued during the Class Period against the Defendant Released Parties, whether or not any individual Participating Class Member executes and delivers any form of release or accepts and cashes his, her, or its settlement payment(s).

The term "Released Claims" means all actions, claims, demands, rights, suits, and causes of action asserted in the operative First Amended Complaint in the Chen action and the Complaint in the Waldron action against the Defendant Released Parties, or any of them, including without limitation any and all claims for damages, restitution, loss, statutory relief, injunctive relief, bad faith claims, costs, expenses, penalties, attorneys' fees, expert fees, and interest, whether as individual claims or claims asserted on a class basis. The Released Claims including, without limitation, those claims asserted in the operative pleadings relating to: (i) breach of lease regarding the handling of security deposits; (ii) withholding of tenant security; (iii) charges for apartment cleaning, painting, carpet cleaning, carpet replacement, accelerated rent, rent concession or other charges assessed to any tenant at the time of move-out; (iv) alleged non-compliance with Civil Code §1950.5 and/or Civil Code §1951; or violation of Business & Professions Code § 17200. For purposes of clarity, claims for Class Members' personal property damage, breach of the implied warranty of habitability, and personal injury including wrongful death shall be excluded from the Released Claims. The Released Claims shall only include claims that accrued during the Class Period as defined herein.

The terms of the release are set forth in more detail in the Agreement and on the class website, www.GHPClassAction.com.

HOW MUCH MONEY WILL I RECEIVE?

The specific amount paid to eligible Class Members will be proportional to the amount of their security deposit retained by Defendants for repair, cleaning, and maintenance charges. Precise amounts are unknown at this time, but our best estimate is that if every Class Member accepted their payment, class members would receive approximately 85.5% of the repair and cleaning deductions from their security deposits back. However, it is very rare in class actions for all class members to accept their payments, so the amount is likely to be larger.

For apartments with more than one tenant (e.g., roommates), the settlement payment for the household will be divided equally between class members who can be identified and located. Any tenant may exclude himself or herself from the settlement, and his or her share will be deducted from the payment for the household. The remainder will be divided equally among the tenants participating in the settlement. For example, if you lived with another person, and a cash payment of \$500.00 is owed for that apartment, then each of you would receive \$250.00 unless you excluded yourselves from the settlement.

If you believe that you have received an incorrect amount of money, contact the Settlement Administrator. The Settlement Administrator and counsel will attempt to resolve any issue.

HOW WILL I RECEIVE MY MONEY?

To receive your money, **you do not need to do anything**. Unless you exclude yourself from the settlement, you will automatically receive your cash payment and the debt relief described above. If you have moved from the address to which this notice is mailed, you should contact the Settlement Administrator to provide an updated address.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you will get the debt relief provided for by the settlement, if applicable to you, and will receive a cash payment.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. To exclude yourself, you must mail the Settlement Administrator a signed request for exclusion by **November 14, 2023** at the address provided below. No specific form of request is required. Requests must be in writing and must include your full name and mailing address. If you exclude yourself, you will not receive any money or debt relief from the settlement, and both you and Defendants will retain any claims you may have against each other. You will not be able to object to the settlement if you exclude yourself.

If you lived in an apartment with other lessees, each tenant may decide whether to exclude themselves from the settlement and each must submit a written notice of exclusion if desired.

OBJECTING TO THE SETTLEMENT

If you wish to object to the settlement, you may send a notice of your objection to the Settlement Administrator by **November 14, 2023** or you may appear at the Final Approval Hearing. You may also do both. Written objections should include your full name, mailing address, telephone number, apartment complex and unit you lived in, approximate date of move-out, and reason(s) for objecting. You will still be a member of the Class and will be treated like other Class Members if the settlement is approved.

WHAT ABOUT PAYMENT OF ATTORNEY FEES?

Several law firms have been pursuing this class action since 2018 and have devoted substantial resources to the case. The Court has appointed Diamond McCarthy LLP and Law Offices of Jimmie Davis Parker, APC as co-lead counsel for the Class. Lead class counsel and supporting counsel will receive their attorney fees and costs incurred from the overall settlement amount. The total amount allocated to attorney fees is \$3,300,000, provided the Court approves these amounts as reasonable. Class counsel would have sought substantially more in fees and expenses if the case did not settle and went

to trial. In addition, the Settlement Administrator will charge a fee for administering the settlement.

WHAT ABOUT THE TENANTS WHO BROUGHT THE CASE?

Representative Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron have served to represent the Class for several years. The Court has appointed them as class representatives and they have been subject to written discovery and depositions. Because they have spent time and effort on this matter, and have had their depositions taken, Class Counsel will ask the Court to approve a service award of up to \$10,000 each (\$30,000 total), at the discretion of the Court, to compensate them for their efforts.

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on **December 13, 2023 at 9:00 a.m.** at the Los Angeles Superior Court, Department 6, 312 North Spring Street, Los Angeles, CA 90012. At that time, the Court will determine whether the settlement, including the attorney fees, expenses, and service awards, is fair, reasonable, and adequate, and should be approved. The hearing date and time may change so you should check the class action website for details or contact the Settlement Administrator if you plan to attend.

The Final Approval Hearing is a public hearing and you are entitled to attend if you wish, but **there is no requirement that you attend**. You do not need to attend to get a settlement check or debt relief. Nor do you need to attend if you wish to exclude yourself or object. However, if you do object to any part of the settlement, including the attorney fees and expenses, you must file and serve a timely written objection and/or address the Court at the Final Approval Hearing.

The Court's social distancing protocols may change prior to the hearing and are updated on the Court's website www.lacourt.org.

ARE MORE DETAILS AVAILABLE?

Yes. You can find more information and key documents related to the case and the settlement at the class action website: **www.GHPClassAction.com**. You may also contact Class Counsel or the Settlement Administrator at the number, email address, and address listed below to obtain additional information. If you wish to object or exclude yourself from the settlement, you must do so as described above.

Class Counsel:

Damion D. D. Robinson
Jimmie Davis Parker
ghplitigation@gmail.com

Class Administrator:

Chen v. GHP Management Corporation, et al. Settlement Administrator
50 Corporate Park
Irvine, CA 92606
GHPClassaction@cptgroup.com
1-888-268-6065

PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT OR THE SETTLEMENT PROCESS.

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 and not a party to the within action; my business address is: 355 South Grand Avenue, Suite 2450,
4 Los Angeles, CA 90071.

5 On August 30, 2023, I served the foregoing document(s) described as:

6 **[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
7 ACTION SETTLEMENT**

8 on interested parties in this action by electronic service as described below.

9 **Counsel for Defendants GHP Management
10 Corporation, et al.**

11 Robert M. Waxman
12 Jason L. Haas
13 **Ervin Cohen & Jessup LLP**
14 9401 Wilshire Blvd., Ninth Floor
15 Beverly Hills, CA 90212-2974
16 Tel. (310) 273-6333
17 rwaxman@ecjlaw.com;
18 jhaas@ecjlaw.com;

9 **Counsel for Defendants GHP Management
10 Corporation, et al.**

11 Robert A. Latham III
12 Frances O'Meara
13 Wood, Smith, Henning & Berman LLP
14 10960 Wilshire Blvd., 18th Floor
15 Los Angeles, CA 90024
16 rlatham@wshblaw.com;
17 fomeara@wshblaw.com

14 **Counsel for Plaintiff Kierney Waldron**

15 Jimmie Davis Parker, SBN 252023
16 Law Office of Jimmie Davis Parker
17 4241 Arden Way
18 San Diego, CA 92103
19 Tel. (619) 887-3300
20 JDParker@gmail.com

15 Richard Scott Lysle
16 **Law Office of Richard Scott Lysle**
17 475 Washington Blvd., Suite 200
18 Marina del Rey, CA 90292
19 Tel. (310) 822-6023
20 Lyslelaw@yahoo.com

21 **BY ELECTRONIC SERVICE VIA CASE ANYWHERE:** Based on a court order, I
22 caused the documents to be sent to the persons at the notification addresses listed above
23 using the CaseAnywhere electronic service system.

24 **(STATE)** I declare under penalty of perjury under the laws of the State of California that the
25 above is true and correct.

26 Executed on August 30, 2023

27 Damion Robinson
28 [Print Name of Person Executing Proof]



[Signature]

EXHIBIT 7



Chen v. GHP Management Corporation

Superior Court of The State of California County of Los Angeles

Case No: *BC713402*

SUMMARY OF CLASS ACTION SETTLEMENT

WELCOME TO THE INFORMATIONAL WEBSITE FOR THE CLASS ACTION SETTLEMENT OF FORMER TENANTS OF GHP MANAGEMENT CORPORATION AND AFFILIATES FROM JULY 13, 2014 TO JUNE 30, 2022.

The final approval hearing for this settlement is now scheduled for December 13, 2023 at 9:00 a.m. If you have any questions or need to update your contact information, please contact the settlement administrator at [1-888-268-6065](tel:1-888-268-6065) or GHPClassaction@cptgroup.com.

The parties have reached a preliminary Class Action Settlement in two lawsuits involving former tenants of GHP Management Corporation and its affiliates. The lawsuits allege that GHP wrongfully withheld tenants' security deposits without providing mandatory disclosures required by the California Civil Code. If you moved out of any of the following apartment complexes between July 13, 2014 and June 30, 2022, you may be included in the settlement: The Paseos at Montclair North, Pasadena Park Place Apartments, Diamond Park Apartments, Canyon Country Villas, The Village, Skyline Terrance, Broadway Palace Apartments, The Orsini, The Medici, The Lorenzo, Sand Canyon Villas & Townhomes, The Piero, The Da Vinci, Sand Canyon Ranch, River Ranch Townhomes & Apartments, Park Sierra, Colony Townhomes, River Park Apartments, Upland Village Green Apartments, The Visconti, The Summit at Warner Center, The Terrance Apartments; Paseos at Ontario, and Sea View Villas.

If the settlement is approved by the Court, GHP and its affiliates will pay \$10,000,000 and will grant debt relief estimated to be in excess of \$2,500,000 in exchange for a release of all claims alleged in the lawsuit relating to the handling of tenant deposits. The net settlement fund after deducting attorneys' fees, costs, service awards, and costs of administration of the settlement will be distributed



~~not required to do anything to participate in the settlement and will be included automatically~~
unless you opt out.

For more information about the settlement, the approval process, and the process for opting out or objecting to the settlement, please review the Detailed Notice. This website will be updated periodically with new developments concerning the settlement, so please check back for updates.





















The Court's COVID-19 procedures and social distancing protocols may change. Information is available on the Court website www.lacourt.org.

IMPORTANT DATES

Date	Description
November 14, 2023	Objection Deadline
November 14, 2023	Opt-Out Deadline
November 14, 2023	Dispute Deadline
December 13, 2023 at 9:00 a.m.	Final Fairness Approval Hearing Date



IMPORTANT DOCUMENTS

	 Class Action Complaint
	 First Amended Complaint
	 Order Granting Class Certification
	 Motion for Preliminary Approval
	 Settlement Agreement
	 Preliminary Approval Order
	 Summary of Class Action Settlement
	 Long Form Notice (English)
	 集体诉讼和解通知
	 Aviso Completo - Español

Questions?

Questions? Please Call Toll Free [1-888-268-6065](tel:1-888-268-6065) or send an email to



[Important Dates](#) [Documents](#)

CPT GROUP, INC.

50 Corporate Park, Irvine, CA 92606

CONTACT INFORMATION

Toll-Free Class Member Support:

[1-888-268-6065](tel:1-888-268-6065)

Email:

GHPClassaction@cptgroup.com

LEGAL

[> Terms of use](#)

[> Privacy](#)

[> Accessibility](#)

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EXHIBIT 8

Class Members	33,322
Households	18,508
Total Damages	\$ 7,359,930.00
Settlement Amount	\$ 10,000,000.00
% of Damages	135.87%
Deductions	\$ 3,613,687.18
Fees	\$ 3,300,000
Litigation Expenses	\$ 123,487.75
Administrator	\$ 160,000.00
Service Awards	\$ 30,000.00
Net Settlement	\$ 6,386,312.82

Acceptance %	Accepting Members	Avg. Recovery (\$)	Avg. Recovery (%)	Avg. Household (\$)
100%	33,322	\$ 191.65	86.77%	\$ 345.06
95%	31,656	\$ 201.74	91.34%	\$ 363.22
90%	29,990	\$ 212.95	96.41%	\$ 383.40
85%	28,324	\$ 225.48	102.08%	\$ 405.95
80%	26,658	\$ 239.57	108.46%	\$ 431.32
75%	24,992	\$ 255.54	115.70%	\$ 460.08
70%	23,325	\$ 273.79	123.96%	\$ 492.94
65%	21,659	\$ 294.85	133.49%	\$ 530.86
60%	19,993	\$ 319.42	144.62%	\$ 575.09
55%	18,327	\$ 348.46	157.77%	\$ 627.38
50%	16,661	\$ 383.31	173.54%	\$ 690.11
45%	14,995	\$ 425.90	192.83%	\$ 766.79
40%	13,329	\$ 479.14	216.93%	\$ 862.64

EXHIBIT 9

DIAMOND McCARTHY LLP



Damion Robinson

Partner

damion.robinson@diamondmccarthy.com (mailto:damion.robinson@diamondmccarthy.com).

D (424) 278-9518 (tel:4242789518).

Damion is a tenacious litigator and trial lawyer who represents individuals and businesses in complex and high-stakes disputes around the country, including business, employment, and insurance cases.

He has represented investors, employees, and business owners in disputes in state and federal courts, often facing off against large companies and wealthy individuals. Damion's cases have involved commercial real estate and insurance disputes, complex investment schemes, accounting and fiduciary fraud, and cutting-edge technology. Damion frequently steps in to turn cases around when a successful outcome seems out of reach.

Damion started his career at preeminent international firm Sullivan & Cromwell LLP, where he represented publicly-traded companies and large financial institutions in high-stakes litigation, involving multiple billions of dollars in exposure. Before entering private practice, he clerked for the Honorable David O. Carter in the United States District Court for the Central District of California.

Damion has devoted a significant part of his work to the public interest on pro bono matters, including representing Central American refugees who fled gang violence and domestic abuse. Damion's pro bono work has earned him the Equal Justice Advocacy Award from the ACLU of Southern California, among other recognitions.

Representative Experience ✕

- Significant settlement on behalf of investor and company executive in case involving corporate embezzlement and accounting fraud.
- Confidential seven-figure settlement on behalf of a real estate investor in complex real-estate investment scheme.
- Confidential seven-figure settlement for real-estate investor in bad faith case against insurance company after prior counsel withdrew from the case shortly before pre-trial deadlines.
- Confidential seven-figure settlement on behalf of a property owner against its tenant after finding of liability and bad faith against tenant.
- Sued a major government contractor on behalf of five Los Angeles residents challenging illegal practices, resulting in a settlement in excess of damages and significant municipal policy reforms.
- Pursued claims for a defrauded investor through civil litigation and three bankruptcy cases, securing a non-dischargeable judgment in excess of the investment.
- Parachuted into a civil case as lead trial counsel on the second day of jury selection and won a unanimous verdict in his client's favor.

Practice Areas +

- [Complex Commercial Litigation](https://www.diamondmccarthy.com/practice/complex-commercial-litigation/) (https://www.diamondmccarthy.com/practice/complex-commercial-litigation/)
- [Directors and Officers Liability Litigation](https://www.diamondmccarthy.com/practice/complex-commercial-litigation/directors-and-officers-liability-litigation/) (https://www.diamondmccarthy.com/practice/complex-commercial-litigation/directors-and-officers-liability-litigation/)

We use cookies to ensure that we give you the best experience on our website. If you continue to use this site we will assume that you agree.

Accept Decline

- [Financial Institution Litigation \(https://www.diamondmccarthy.com/practice/complex-commercial-litigation/financial-institution-litigation/\)](https://www.diamondmccarthy.com/practice/complex-commercial-litigation/financial-institution-litigation/)
 - [High Stakes Litigation \(https://www.diamondmccarthy.com/practice/complex-commercial-litigation/high-stakes-litigation/\)](https://www.diamondmccarthy.com/practice/complex-commercial-litigation/high-stakes-litigation/)
 - [Intellectual Property \(https://www.diamondmccarthy.com/practice/intellectual-property/\)](https://www.diamondmccarthy.com/practice/intellectual-property/)
 - [Labor and Employment \(https://www.diamondmccarthy.com/practice/labor-and-employment/\)](https://www.diamondmccarthy.com/practice/labor-and-employment/)
 - [Professional Liability Litigation \(https://www.diamondmccarthy.com/practice/complex-commercial-litigation/professional-liability-litigation/\)](https://www.diamondmccarthy.com/practice/complex-commercial-litigation/professional-liability-litigation/)
-

Industries

+

- [Real Estate \(https://www.diamondmccarthy.com/sectors/real-estate/\)](https://www.diamondmccarthy.com/sectors/real-estate/)
-

Education

+

- University of Washington (BA, 2003)
 - UCLA (JD, 2007)
-

Judicial Clerkship

+

Honorable David O. Carter in the United States District Court for the Central District of California (2007 – 2008).

Admissions

+

Bar Admissions

- California (Active)
-

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[Accept](#) [Decline](#)

EXHIBIT 10

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact Us](#)
[Home](#)

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 11

TIMEKEEPER Damion Robinson

2018	Hours		
June	19.3		
July	8.3		
August	2.5		
September	2.2		
October	2.3		
November	9.2		
December	18.5		
Total	62.3		
Rate	550.00	Fees	34,265.00

2019	Hours		
January	14.9		
February	4.7		
March	11.3		
April	12.0		
May	2.4		
June	5.2		
July	21.8		
August	11.2		
September	10.8		
October	7.3		
November	46.9		
December	4.2		
Total	152.7		
Rate	550.00	Fees	83,985.00

2020	Hours		
January	6.2		
February	13.8		
March	5.4		
April	4.0		
May	5.9		
June	7.0		
July	7.5		
August	20.1		
September	28.0		
October	3.7		
November	1.3		
December	19.7		
Total	122.6		
Rate	595.00	Fees	72,947.00

2021	Hours
January	3.2
February	38.0

March	28.0		
April	64.2		
May	48.8		
June	17.2		
July	38.0		
August	17.0		
September	22.0		
October	11.9		
November	7.2		
December	12.6		
Total	308.1		
Rate	650.00	Fees	200,265.00

2022	Hours		
January	2.7		
February	6.5		
March	18.0		
April	20.8		
May	16.4		
June	12.8		
July	18.0		
August	12.8		
September	36.4		
October	5.6		
November	4.6		
December	6.5		
Total	161.1		
Rate	700.00	Fees	112,770.00

2023	Hours		
January	10.2		
February	18.5		
March	2.8		
April	4.0		
May	6.1		
June	44.8		
July	6.4		
August	14.9		
September	13.1		
October	43.1		
Total	163.9		
Rate	750.00	Fees	122,925.00

TOTAL HOURS	970.7
TOTAL FEES	\$627,157.0

EXHIBIT 12



DIAMOND McCARTHY_{LLP}

**355 South Grand Avenue
Suite 2450
Los Angeles, CA 90071**

Fed. Tax I.D. #76-0631446

Xin Chen
Brian Chiang

Invoice 39308
October 13, 2023

ID: 3190-00011 - DDR

Re: GHP Management Corp

For Services Rendered Through 9/30/2023

Current Disbursements	47,683.63	
Total Current Charges		47,683.63
Total Due		47,683.63

Diamond McCarthy LLP

Xin Chen
I.D. 3190-00011 - DDR
Re: GHP Management Corp

October 13, 2023
Invoice 39308
Page 2

Disbursements

Date	Description	Amount
	On-Line Research	2,342.47
12/28/22	Other Professional Fees; December consulting services/Inv. 2212100653; TELSWITCH Inc.	466.90
01/17/23	Data Hosting/Processing; Data hosting services for period of 10/01-12/31/2022/Inv. 274688; Case Anywhere LLC	120.00
01/23/23	Other Professional Fees; December consulting services/Inv. 2212400653; TELSWITCH Inc.	639.90
02/22/23	Other Professional Fees; TELSWITCH - Consulting services 12/20/2022/Inv. 2212200653; American Express	420.00
02/22/23	Other Professional Fees; TELSWITCH - Consulting services 12/06/2022/Inv. 2212000653; American Express	985.96
02/22/23	Other Professional Fees; TELSWITCH - Consulting services 12/24/2022/Inv. 2212300653; American Express	633.07
05/18/23	Delivery Services; Copies of orders delivered to SSC, 312 N. Spring Street, Los Angeles, CA 04/24/2023/Inv. 81597; USA Legal Network	75.00
05/30/23	Court Fees; D. Robinson filing fees 04/19/2023/Inv. 05302023; Damion Robinson, PC	261.60
06/26/23	Other Professional Fees; Consulting services provided for period of 11/14-01/31/2023/Inv. 33267; Standpoint IT	18,708.75
06/26/23	Other Professional Fees; May consulting services/Inv. 33592; Standpoint IT	1,830.88
06/26/23	Other Professional Fees; February consulting services/Inv. 33435; Standpoint IT	6,841.25
06/30/23	Other Professional Fees; D. Robinson Class Webs fees 06/26/2023/Inv. 06012023; Damion Robinson, PC	66.79
06/30/23	Court Fees; D. Robinson filing fees 06/09/2023/Inv. 06012023; Damion Robinson, PC	17.66
06/30/23	Court Fees; D. Robinson filing fees 06/23/2023/Inv. 06012023 ; Damion Robinson, PC	17.66
08/14/23	Data Hosting/Processing; Quarter 1 data hosting and review services/Inv. 283463; Case Anywhere LLC	120.00
08/19/23	Other Professional Fees; Consulting services for period of 06/15-07/07/2023/Inv. 33748; Standpoint IT	6,322.20
08/30/23	Court Fees; D. Robinson court fees 05/03/2023/Inv 07202023; Damion Robinson, PC	38.25
09/29/23	Experts Fee; Retainer for Expert; Litigation Limited	7,500.00
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee Proof of Service (not Summons and Complaint) on 7/3/2023/One Legal #20719162	17.66
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Notice of Ruling on 8/4/2023/One Legal #20932680	17.66
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Notice of Lodging on 8/14/2023/One Legal #20994542	17.66
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Declaration on 8/30/2023/One Legal #21116964	17.66
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Notice of	17.66

Diamond McCarthy LLP

Xin Chen
I.D. 3190-00011 - DDR
Re: GHP Management Corp

October 13, 2023
Invoice 39308
Page 3

Date	Description	Amount
	Ruling on 8/30/2023/One Legal #21111898	
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Notice of Lodging Order on 8/30/2023/One Legal #21111878	13.33
09/30/23	Court Fees; Superior Court of California, Los Angeles County, e-filing fee for Order on 8/31/2023/One Legal #21116889	17.66
09/30/23	Data Hosting/Processing; Data hosting and review 4/1/23-6/30/23 and document service fee/CaseAnywhere Inv. 292511	156.00
Total Disbursements		47,683.63

Diamond McCarthy LLP

Xin Chen
I.D. 3190-00011 - DDR
Re: GHP Management Corp

October 13, 2023
Invoice 39308
Page 4

Total Fees and Disbursements	47,683.63
Total Current Charges	47,683.63

The above amount may not include third party expenses for which we have not yet been billed.

REMITTANCE WITHIN 20 DAYS IS APPRECIATED

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Case or Project Number:
12/11/2022	BC713402 & 19STCV038
Invoice Number:	Terms:
2212100653	
Account Number:	Due Date:
A000653-CA	UPON RECEIPT

Account Summary:	
Previous Balance:	985.96
Payment Received	0.00
Adjustment:	0.00
Balance Forward:	985.96

Announcements:

Invoices are due by the indicated due-date.

Approximate fees for depositions and court appearances are due *before* appearances are made.

Pass-through fee(s) - such as database fees, including fees for PACER - are due by the due date indicated on this bill. No work will be performed on any client matter that is past-due.



Current Services Appearing on this Invoice

Standard Services Performed:	466.90
Special Programming / Consulting:	0.00
Reimbursements / Pass-through: (*)	0.00
Total New Charges:	466.90 ✓

Total Amount Now Due: 1452.86

This Invoice	0-30 days	30-60 days	60-90 days	90-120 days	Pastdue 120+	Total Due
\$466.90	\$985.96	\$0.00	\$0.00	\$0.00	\$0.00	\$1,452.86

(*) All reimbursements and pass-throughs are due upon receipt.

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

(*) All reimbursements and pass-throughs are due upon receipt.

Total New Charges: 466.90

Invoice Date:	Account Number:
12/11/2022	A000653-CA
Case or Project Number:	Amount Enclosed:
BC713402 & 19STCV038	

Make check payable to TelSwitch, Inc.

Amount Due:	1452.86
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Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

TelSwitch Inc.
1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

TELSWITCH INC.
BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS



Date	Account Number:
12/11/2022	A000653-CA
Case or Project Number:	Due Date:
BC713402 & 19STCV038	UPON RECEIPT

Previous Ledger Activity (does not include this invoice):

Date	Invoice #			Amount	Balance
12/06/22	2212000653	Statement	Services Thru Dec 06 2022	\$985.96	\$985.96

Project: Expert - A. Woolfson

Date	Reference:	Quantity:			
12/09/22	2212762391	0.25	\$280.00	review output layers w/ C. Hall, provide some additional framework, clarifications (non-substantive)	\$70.00
					\$70.00

Project: Expert - Chris Hall

Date	Reference:	Quantity:			
12/08/22	2212675661	1.62	\$162.00	data/code review for GHP (Larry)	\$262.44
12/09/22	2212254021	0.83	\$162.00	call w/Larry to review findings and compose email (Larry)	\$134.46
					\$396.90

Account Group: All Cities
 Date Range: December 01, 2022 - December 31, 2022
 Report Format: Summary-Account by Client by User by Day (Targeted)
 Products: Westlaw, Westlaw Canada, Westlaw UK
 Content Families: All Content Families

Account by Client by User by Day

Account	Client	User Name	Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
1000797286	CHEN	ROBINSON,DAMION (22231899)	12/29/2022		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Totals for Included		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Totals for Day 12/29/2022		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Totals for User Name ROBINSON,DAMION (22231899)		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Totals for Client CHEN		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Totals for Account: 1000797286		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Report Totals - Included		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD
			Report Totals		37			5,258.00 USD	1,950.51 USD	128.73 USD	2,079.25 USD



Invoice

Date 1/4/23 **Invoice No.** 274688

Affeld Grivakes LLP
c/o Damion Robinson, Esq.
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

Billing Period: 10/1/22 - 12/31/22
Payment Due Date: 2/3/23
Case: Chen, et al. v. GHP Management Corporation, et al.
Case Number: BC713402 and Related Case (19STCV03883)

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$120.00/qtr	\$120.00

BALANCE **\$120.00**

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill



Account Summary

1/9/23

Affeld Grivakes LLP
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

Case: Chen, et al. v. GHP Management Corporation, et al.
Case Number: BC713402 and Related Case (19STCV03883)

Outstanding Invoices

Invoice #274688 - Payment is Due on 2/3/23	\$120.00
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Total Amount Outstanding	\$120.00
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Case or Project Number:
12/28/2022	BC713402 & 19STCV038
Invoice Number:	Terms:
2212400653	
Account Number:	Due Date:
A000653-CA	UPON RECEIPT

Account Summary:	
Previous Balance:	2505.93
Payment Received:	0.00
Adjustment:	0.00
Balance Forward:	2505.93

Announcements:

Invoices are due by the indicated due-date.

Approximate fees for depositions and court appearances are due *before* appearances are made.

Pass-through fee(s) - such as database fees, including fees for PACER - are due by the due date indicated on this bill. No work will be performed on any client matter that is past-due.



Current Services Appearing on this Invoice

Standard Services Performed:	639.90
Special Programming / Consulting:	0.00
Reimbursements / Pass-through: (*)	0.00

Total New Charges: 639.90 ✓

Total Amount Now Due: 3145.83

This Invoice	0-30 days	30-60 days	60-90 days	90-120 days	Pastdue 120+
\$639.90	\$2,505.93	\$0.00	\$0.00	\$0.00	\$0.00

Total Due
\$3,145.83

(*) All reimbursements and pass-throughs are due upon receipt.

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

(*) All reimbursements and pass-throughs are due upon receipt.

Total New Charges: 639.90

Invoice Date:	Account Number:
12/28/2022	A000653-CA
Case or Project Number:	Amount Enclosed:
BC713402 & 19STCV038	

Make check payable to TelSwitch, Inc.

Amount Due:	3145.83
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Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

TelSwitch Inc.
1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

TELSWITCH INC.
BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS



Date	Account Number:
12/28/2022	A000653-CA
Case or Project Number:	Due Date:
BC713402 & 19STCV038	UPON RECEIPT

Previous Ledger Activity (does not include this invoice):

Date	Invoice #			Amount	Balance
12/06/22	2212000653	Statement	Services Thru Dec 06 2022	\$985.96	\$985.96
12/11/22	2212100653	Statement	Services Thru Dec 11 2022	\$466.90	\$1,452.86
12/20/22	2212200653	Statement	Services Thru Dec 20 2022	\$420.00	\$1,872.86
12/24/22	2212300653	Statement	Services Thru Dec 24 2022	\$633.07	\$2,505.93

Project: Expert - Chris Hall

Date	Reference:	Quantity:			
12/16/22	2212801945	1.55	\$162.00	1:00p-2:33p; Teams meeting with group (1:00p - 2:33)	\$251.10
12/17/22	2212122633	2.40	\$162.00	8:00a-10:24a; Screenshare meeting with Larry (8:00am - 10:24am)	\$388.80
					\$639.90

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Case or Project Number:
12/20/2022	BC713402 & 19STCV038
Invoice Number:	Terms:
2212200653	
Account Number:	Due Date:
A000653-CA	UPON RECEIPT

Account Summary:	
Previous Balance:	1452.86
Payment Received:	0.00
Adjustment:	0.00
Balance Forward:	1452.86

Announcements:

Invoices are due by the indicated due-date.

Approximate fees for depositions and court appearances are due *before* appearances are made.

Pass-through fee(s) - such as database fees, including fees for PACER - are due by the due date indicated on this bill. No work will be performed on any client matter that is past-due.



Current Services Appearing on this Invoice

Standard Services Performed:	420.00
Special Programming / Consulting:	0.00
Reimbursements / Pass-through: (*)	0.00

Total New Charges: 420.00 ✓

Total Amount Now Due: 1872.86

This Invoice	0-30 days	30-60 days	60-90 days	90-120 days	Pastdue 120+
\$420.00	\$1,452.86	\$0.00	\$0.00	\$0.00	\$0.00

Total Due
\$1,872.86

(*) All reimbursements and pass-throughs are due upon receipt.

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

(*) All reimbursements and pass-throughs are due upon receipt.

Total New Charges: 420.00

Invoice Date:	Account Number:
12/20/2022	A000653-CA
Case or Project Number:	Amount Enclosed:
BC713402 & 19STCV038	

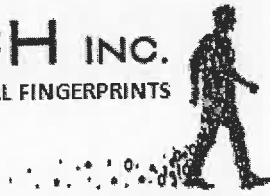
Make check payable to TelSwitch, Inc.

Amount Due:	1872.86
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Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

TelSwitch Inc.
1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

TELSWITCH INC.
BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS



Date	Account Number:
12/20/2022	A000653-CA
Case or Project Number:	Due Date:
BC713402 & 19STCV038	UPON RECEIPT

Previous Ledger Activity (does not include this invoice):

Date	Invoice #			Amount	Balance
12/06/22	2212000653	Statement	Services Thru Dec 06 2022	\$985.96	\$985.96
12/11/22	2212100653	Statement	Services Thru Dec 11 2022	\$466.90	\$1,452.86

Project: Expert - A. Woolfson

Date	Reference:	Quantity:			
12/18/22	2212592024	1.25	\$280.00	11:00a-12:15p; query, + next steps, phone call	\$350.00
12/19/22	2212481599	0.25	\$280.00	review SQL w chris	\$70.00
					\$420.00

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Case or Project Number:
12/06/2022	BC713402 & 19STCV038
Invoice Number:	Terms:
2212000653	
Account Number:	Due Date:
A000653-CA	UPON RECEIPT

Account Summary:	
Previous Balance:	0.00
Payment Received	0.00
Adjustment:	0.00
Balance Forward:	0.00

Announcements:

Invoices are due by the indicated due-date.

Approximate fees for depositions and court appearances are due *before* appearances are made.

Pass-through fee(s) - such as database fees, including fees for PACER - are due by the due date indicated on this bill. No work will be performed on any client matter that is past-due.



Current Services Appearing on this Invoice

Standard Services Performed:	985.96
Special Programming / Consulting:	0.00
Reimbursements / Pass-through: (*)	0.00

Total New Charges: 985.96 ✓

Total Amount Now Due: 985.96 ✓

This Invoice	0-30 days	30-60 days	60-90 days	90-120 days	Pastdue 120+
\$985.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Due
\$985.96

(*) All reimbursements and pass-throughs are due upon receipt.

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

(*) All reimbursements and pass-throughs are due upon receipt.

Total New Charges: 985.96

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Account Number:
12/06/2022	A000653-CA
Case or Project Number:	Amount Enclosed:
BC713402 & 19STCV038	

Make check payable to TelSwitch, Inc.

Amount Due:	985.96
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TelSwitch Inc.
1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

TELSWITCH INC.
BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS



Date	Account Number:
12/06/2022	A000653-CA
Case or Project Number:	Due Date:
BC713402 & 19STCV038	UPON RECEIPT

Project: Expert - A. Woolfson

Date	Reference:	Quantity:				
12/05/22	2212864667	3.07	\$280.00	3:10p-5:27p; 6:31p-7:18p; structure, build output, call w/ counsel, output of report of tenants.		\$859.60
						\$859.60

Project: Expert - Chris Hall

Date	Reference:	Quantity:				
12/05/22	2212835867	0.78	\$162.00	6:31p-7:18p; analysis of the table and SQL structures and generation of cross-indicies		\$126.36
						\$126.36

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Case or Project Number:
12/24/2022	BC713402 & 19STCV038
Invoice Number:	Terms:
2212300653	
Account Number:	Due Date:
A000653-CA	UPON RECEIPT

Account Summary:	
Previous Balance:	1872.86
Payment Received:	0.00
Adjustment:	0.00
Balance Forward:	1872.86

Announcements:

Invoices are due by the indicated due-date.

Approximate fees for depositions and court appearances are due *before* appearances are made.

Pass-through fee(s) - such as database fees, including fees for PACER - are due by the due date indicated on this bill. No work will be performed on any client matter that is past-due.



Current Services Appearing on this Invoice

Standard Services Performed:	633.07
Special Programming / Consulting:	0.00
Reimbursements / Pass-through: (*)	0.00
Total New Charges:	633.07 ✓

Total Amount Now Due: 2505.93

This Invoice	0-30 days	30-60 days	60-90 days	90-120 days	Pastdue 120+	Total Due
\$633.07	\$1,872.86	\$0.00	\$0.00	\$0.00	\$0.00	\$2,505.93

(*) All reimbursements and pass-throughs are due upon receipt.

TELSWITCH INC.

BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS

(*) All reimbursements and pass-throughs are due upon receipt.

Total New Charges: 633.07

Accounts Payable
Diamond McCarthy (chen v GHP)
c/o Damion Robinson
333 S. Hope St Suite 4050
Los Angeles CA 90071

Invoice Date:	Account Number:
12/24/2022	A000653-CA
Case or Project Number:	Amount Enclosed:
BC713402 & 19STCV038	

Make check payable to TelSwitch, Inc.

Amount Due:	2505.93
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TelSwitch Inc.
1937 Oak Park Blvd, Ste D
Pleasant Hill, Ca 94523

TELSWITCH INC.
BRINGING INSIGHT INTO LIFE'S DIGITAL FINGERPRINTS



Date	Account Number:
12/24/2022	A000653-CA
Case or Project Number:	Due Date:
BC713402 & 19STCV038	UPON RECEIPT

Previous Ledger Activity (does not include this invoice):

Date	Invoice #			Amount	Balance
12/06/22	2212000653	Statement	Services Thru Dec 06 2022	\$985.96	\$985.96
12/11/22	2212100653	Statement	Services Thru Dec 11 2022	\$466.90	\$1,452.86
12/20/22	2212200653	Statement	Services Thru Dec 20 2022	\$420.00	\$1,872.86

Project: Travel / Incidentals

Date	Reference:	Quantity:			
01/05/23	2212137428	1.00	\$42.00	parking: sfo	\$42.00
01/05/23	2212177697	1.00	\$7.00	bridge toll	\$7.00
01/05/23	2212305641	1.00	\$150.77	rental car: hertz	\$150.77
01/05/23	2212676013a	1.00	\$417.85	hotel:	\$417.85
01/05/23	2212676013b	1.00	(\$128.00)	hotel: credit	(\$128.00)
01/05/23	2212956856	1.00	\$143.45	airfare: alaska air	\$143.45
					\$633.07



USA Legal Network

INVOICE

ACCOUNT	INVOICE NO.	CURRENT CHARGES	INVOICE DATE	AMOUNT DUE	QUESTIONS
33310	81597	414.00	5/3/2023	2568.50	PLACE ORDER

Bill To:

MAIL PAYMENT TO:

DIAMOND MCCARTHY LLP
 333 S. Hope Street, Suite 4050
 Los Angeles, CA 90071

USA Legal Network
 PO Box 7097
 Woodland Hills, CA 91367

SUMMARY OF CHARGES:

BILLING PERIOD:

4/16/2023 - 4/30/2023

CURRENT CHARGES:	414.00
PREVIOUS BALANCE:	2154.50

TOTAL AMOUNT DUE:	2568.50
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**\$75.00 next invoice*

INVOICE DUE DATE: 5/3/2023

ACCOUNT	INVOICE NO.	CURRENT CHARGES	INVOICE DATE	AMOUNT DUE	AMOUNT ENCLOSED
33310	81597	414.00	5/3/2023	2568.50	

Please make check payable to:

Bill To:

USA Legal Network
 PO Box 7097
 Woodland Hills, CA 91367

DIAMOND MCCARTHY LLP
 333 S. Hope Street, Suite 4050
 Los Angeles, CA 90071

USA Legal Network

INVOICE

PO Box 7097
Woodland Hills , CA 91367
Phone: 213-607-9000 Fax: (888) 371-1532

Name: Damion Robinson

Reference Number: Chen/GHP

Control Number: BC713402

Comment2:

CASE # 713402 - CHEN VS GHP MANAGEMENT

Bill To:

DIAMOND MCCARTHY LLP
333 S. Hope Street, Suite 4050
Los Angeles, CA 90071

Invoice Number: **Ticket Number:**

81597

1172675

DESCRIPTION	AMOUNT
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PROOF OF DELIVERY: CC DELIVERED	COURTESY COPY 75.00
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DESCRIPTION:

SSC -312 N SPRING STLOS ANGELES, CA 90012

DOCUMENTS:

DELIVER COURTESY COPY TO DEPT 6 SSC

TOTAL	75.00
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Please return the portion below with your payment

Account Number: 33310 DIAMOND MCCARTHY LLP

Date: 4/24/2023

Total Due: \$ 75.00

USA Legal Network
PO Box 7097
Woodland Hills , CA 91367



ACCOUNT ENDING - 72005

Blue Business Cash(TM)

CARD MEMBER

DAMION ROBINSON

Card Activity from Apr 1 to Apr 30

Transactions

3 Transactions

DATE		DESCRIPTION	AMOUNT
Apr 25	LA COURT EFILE PMT	LA COURT EFILE PMT 0LOS ANGELES CA	\$61.65
2% Cash Back	915 EAST 1ST ST	Will appear on your May 12, 2023 statement as LA COURT EFILE PMT 0LOS ANGELES CA	
	LOS ANGELES	CARD	
	CA	DAMION ROBINSON	
	90012	REWARDS	
	(213) 808-1013	2% on Other purchases	\$1.23
	http://lachicken.com	ADDITIONAL INFORMATION	
		31099533115 951-4799400	
Apr 25	LA COURT EFILE PMT	LA COURT EFILE PMT 0LOS ANGELES CA	\$61.65
2% Cash Back	915 EAST 1ST ST	Will appear on your May 12, 2023 statement as LA COURT EFILE PMT 0LOS ANGELES CA	
	LOS ANGELES	CARD	
	CA	DAMION ROBINSON	
	90012	REWARDS	
	(213) 808-1013	2% on Other purchases	\$1.23
	http://lachicken.com	ADDITIONAL INFORMATION	
		31099533115 951-4799400	
Apr 19	CASE ANYWHERE	CASE ANYWHERE LLC 800-884-3163 CA	\$261.60 ✓
2% Cash Back	21860 BURBANK AVE	Will appear on your May 12, 2023 statement as CASE ANYWHERE LLC 800-884-3163 CA	
	SUITE 125		
	WOODLAND HILLS	CARD	
	CA	DAMION ROBINSON	
	91367	REWARDS	
	(800) 884-3163	2% on Other purchases	\$5.23
	www.caseanywhere.com	ADDITIONAL INFORMATION	
		21105173110 LEGAL SERVIC	



StandPoint IT
4379 Elenda Street
Culver City, CA 90230

- 310 892 0265 -

Damion Robinson
333 S. Hope Street
Suite 4050
Los Angeles, CA 90071

Date: 2/13/2023

Regarding: Diamond McCarthy - WALDRON v. GHP
Invoice No: 33267

Services Rendered

Date	Staff	Description	Hours	Charges
11/14/2022	LMB	review of GHJ Palmer Chen Report (.3); Telephone calls from Damion re: thoughts (1.0)	1.30	\$487.50
11/17/2022	LMB	Telephone call(s) to Aaron Wolfson re: needs; later another Telephone calls from Aaron	0.30	\$112.50
11/18/2022	LMB	conference with Damion and Aaron Wolfson	0.40	\$150.00
11/25/2022	LMB	email and conversation with Damion re: possibility of Tuesday meeting; sign protective order	0.20	\$75.00
12/01/2022	LMB	Telephone call(s) to Damion	0.10	\$37.50
12/05/2022	LMB	meeting with Damion, Chris and Aaron analyzing SQL queries and data	0.80	\$300.00
12/09/2022	LMB	review SQL data, queries and develop response to Counsel email requesting description of thoughts in preparation for a pseudo-meet and confer on the issues of posed by Peter Brown report; prepare email to Damion	2.00	\$750.00
12/10/2022	LMB	attention to email from Damion, Telephone calls from Damion, re: Damion's thoughts on clarity, etc.	0.40	\$150.00
12/16/2022	LMB	attend TEAMS conference with assembled counsel and IT experts in matter	1.50	\$862.50
12/16/2022	LMB	Telephone call(s) to Damion post meeting as well as email to IT team re: scheduling SQL query design assignment	0.30	\$112.50
12/16/2022	LMB	review queries attempting to understand POV of Peter Brown in preparation for 1 p.m. meeting	1.00	\$375.00
12/17/2022	LMB	conference with Christopher Hall re: design of queries for evaluation of Yardi OnLine Interface, both evaluating the function of the interface and collecting basic values of charge codes, properties names and counts in the Yardi database	2.40	\$900.00
12/19/2022	LMB	review initial SQL queries and additional validations needed for the settlement with Damion	0.90	\$337.50
12/28/2022	LMB	review email and results from Jason Haas - Telephone call from Damion	0.30	\$112.50
12/29/2022	LMB	based on email from Jason Haas, compose email to SQL team advising re: timing of meeting to discuss; review specific data in A72 with Damion; second phone call later in the afternoon (.3)	0.80	\$300.00
12/31/2022	LMB	remote work with Chris Hall, reviewing results provided by Jason Haas	1.00	\$375.00
1/01/2023	LMB	second half of remote work with Chris Hall, completing the review of results provided by Jason Haas, as well as creating new queries to replace those that failed to run, and composition of emails to Jason and Aaron	1.50	\$562.50
1/01/2023	LMB	Telephone call(s) from Aaron Wolfson re: preparation for Thursday	0.30	\$112.50
1/02/2023	LMB	remote session with Damion going over DISTINCT relevance and meaning in context of Yardi data and CHJ results (.75); second phone call from Damion re: language for his email to Mr. Haas (.2)	0.90	\$337.50

1/04/2023	LMB	Telephone calls from Damion	0.10	\$27.50
1/05/2023	LMB	prepare for investigation, come downtown for investigation Day 1; Telephone call (s) to Damion after investigation	1.00	\$375.00
1/05/2023	LMB	investigation Day 1 of Yardi systems	3.00	\$1,725.00
1/06/2023	LMB	investigation Day 2 of Yardi systems	6.00	\$3,450.00
1/06/2023	LMB	prepare for investigation day 2 with DMV SQL execution queries, Telephone call(s) to Aaron and Chris to advise, come downtown for investigation Day 2; Telephone call(s) to Damion	1.10	\$412.50
1/08/2023	LMB	remote investigation of SQL data, collecting TRANS table in chunks (months and years at a time) - much progress made	1.50	\$562.50
1/09/2023	LMB	further remote investigation of SQL data, collecting TRANS table in chunks (months and years at a time) - ran into so much resistance as the East coast workers began utilizing the SQL server that we had to stop for the day	1.00	\$375.00
1/10/2023	LMB	final remote investigation of SQL data, finishing the collection of the TRANS table	1.00	\$375.00
1/11/2023	LMB	Telephone calls from Damion re: status; Telephone call(s) from Chris Hall re: immediate needs - process data received from OPP	0.40	\$150.00
1/24/2023	LMB	remote sessions with Chris, analyzing SQL data; same this morning, creating Temp Tables of the major exports needed for summing of Charges, Deposits and Refunds	4.00	\$1,100.00
1/25/2023	LMB	reverse engineer software and queries, category by category in attempt to identify approach made by GHJ, vet whether appropriate, and then model my SQL queries to correctly make the same approach to each expense category (for Relevant, Permitted, Irrelevant, etc. as defined by GHJ); Telephone call(s) to and remote sessions with Damion (2.1) and Chris Hall (1.0) re: work throughout the day	7.00	\$1,925.00
1/27/2023	LMB	reverse engineer software to identify a means by which lostrent can be culled out of account code 451300 without effecting the non-lostrent entries also in that code; edit queries to reflect PERMITTED lostrent categories as negatives (multiply by -1) and recreate tables as such, analyze results and see that both amounts of class members and dollar amounts are now in alignment; prepare analysis of differences (267 in one direction, 276 in the other) for Damion	2.00	\$550.00
1/28/2023	LMB	create queries re: dates of records created in Yardi transaction dates compared to MoveOut dates to establish those that are greater than expected during moveout period - discover and prepare the COVID issues for Damion and discussion; meeting with Damion, reviewing progress on class, matching with HGJ results, establish the reasons for the differences present, and documenting for Damion and myself the remaining issues and questions before our next meeting with GHJ and reporting	1.75	\$481.25
1/31/2023	LMB	create spreadsheet for Damion of Initial Berliner Draft discrepancies with GHJ, bidirectional, and email same to him with summary	0.50	\$187.50
1/31/2023	LMB	long telephone calls and remote sessions with Damion, creating a detailed email of issues for Haas; afterwards, create Days and Amounts analysis for "lostrent" charges within Yardi and email to Damion	1.50	\$562.50

Total Fees \$18,708.75

Total New Charges

\$18,708.75 ✓

Previous Balance

\$0.00

Balance Due

\$18,708.75



<i>A/R Aging</i>	Current	30 Days	60 Days	90 Days	120 and Over	Total
	\$18,708.75	\$0.00	\$0.00	\$0.00	\$0.00	\$18,708.75

Staff Summary

Name	Hours	Rate
Larry M Berliner	22.90	\$375.00
Larry M Berliner	10.50	\$575.00
Larry M Berliner	14.85	\$275.00

StandPoint IT
 4379 Elenda Street
 Culver City, CA 90230

- 310 892 0265 -

Date: 6/19/2023

Damion Robinson
 333 S. Hope Street
 Suite 4050
 Los Angeles, CA 90071

Regarding: Diamond McCarthy - WALDRON v. GHP
 Invoice No: 33592

Services Rendered

Date	Staff	Description	Hours	Charges
5/15/2023	LMB	analyze data received from OPP - telephone call with Damion - review remaining queries provided	1.00	\$375.00
5/19/2023	LMB	attend conference with GHP and counsel re: GHP approach 2; review action items and timing with Damion after the call; Hours not charged: .3	2.00	\$750.00
Total Fees				\$1,125.00

Interest \$705.88

Total New Charges \$1,830.88 ✓

Previous Balance \$25,550.00

Balance Due \$27,380.88

A/R Aging	Current	30 Days	60 Days	90 Days	120 and Over	Total
	\$1,830.88	\$6,841.25	\$18,708.75	\$0.00	\$0.00	\$27,380.88

Staff Summary

Name	Hours	Rate
Larry M Berliner	3.00	\$375.00



StandPoint IT
 4379 Elenda Street
 Culver City, CA 90230

- 310 892 0265 -

Damion Robinson
 333 S. Hope Street
 Suite 4050
 Los Angeles, CA 90071

Date: 4/13/2023

Regarding: Diamond McCarthy - WALDRON v. GHP
 Invoice No: 33435

Services Rendered

Date	Staff	Description	Hours	Charges
2/06/2023	LMB	read email from Damion, response from Jason Haas; plan with Damion times and discuss whether Aaron/Chris needed and specifics in the Haas response	0.40	\$110.00
2/07/2023	LMB	create spreadsheet requested by Damion; analyze sTenants - discover issues, create document outlining and report to Damion - long remote session with Damion re: issues, documenting problems, counting discrepancies, editing queries, etc.	3.25	\$1,218.75
2/09/2023	LMB	email from Damion; respond to second request for "Helpful SQL query" set, produce and email to Damion	0.50	\$187.50
2/13/2023	LMB	remote sessions with Damion, reviewing document and creation of document outlining problems, concerns and realities - findings of our SQL-based analysis in preparation for presentation at tomorrows ad-hoc meeting	6.00	\$1,650.00
2/14/2023	LMB	present concerns and findings document at meeting; afterwards remote session with Damion re: exchange of document; deal with clean-up of document considering OPP desires a copy of it	4.30	\$1,182.50
2/15/2023	LMB	attention to Damion request for many specifics answers to questions posed, with counts and dollar amounts for each - begin the four-day process to complete these questions, including developing SQL queries to address each of the complicated issues therein (LostRent charges greater than 90 days, 452600 split approaches to RELEVANT and PERMITTED charge status, tenant code starting with S analysis, and many others - actual work performed over four days (Wednesday .4, Thursday 1.2, Friday .5, and Saturday 3.6)	5.70	\$1,567.50
2/20/2023	LMB	remote session with Damion, reviewing Answers to questions posed 2-15-2023	0.50	\$137.50
2/24/2023	LMB	email from Damion re: additional two requests; begin analysis and exports, then manipulate in Excel to answer both questions: remote access session reviewing results with Damion and send him the data for his further review	2.10	\$787.50
			Total Fees	\$6,841.25

Total New Charges

\$6,841.25 ✓

Previous Balance

\$18,708.75

Balance Due

\$25,550.00



<i>A/R Aging</i>	Current	30 Days	60 Days	90 Days	120 and Over	Total
	\$25,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,550.00

Staff Summary

Name	Hours	Rate
Larry M Berliner	16.90	\$275.00
Larry M Berliner	5.85	\$375.00

Account Group: All Cities
 Date Range: June 01, 2023 - June 30, 2023
 Report Format: Summary-Account by Client by User by Day (Targeted)
 Products: Westlaw, Westlaw Canada, Westlaw UK
 Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
Account: 1000797286.								
Client CHEN/GHP								
User Name ROBINSON,DAMION (22231899)								
Day 06/30/2023								
Totals for Included		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Totals for Day 06/30/2023		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Totals for User Name ROBINSON,DAMION (22231899)		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Totals for Client CHEN/GHP		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Totals for Account: 1000797286		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Report Totals - Included		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD
Report Totals		30			600.00 USD	246.93 USD	16.30 USD	263.22 USD

Blue Business Cash(TM) / Jun
01, 2023 to Jun 30, 2023

Transaction Details
Prepared for
DAMION DD ROBINSON
Account Number
XXXX-XXXXX-72005

Date	Receipt	Description	Amount	Extended Details	Appears On Your Statement As
06/26/2023		GODADDY.COM 8855 AZ	480-505-	2625225157 GODADDY.COM COM Domain Name Renewal - 2 Years recu 66.79 Full Domain Protection PFqwZ035HR squareup.com/receipts	GODADDY.COM 8855 AZ 480-505-
06/20/2023		INLAND MOBILE NOTARYOntario CA		INLAND MOBILE NOTARY 60.00 SERVICES 31099533165 951-4799400 LA COURT EFILE PMT 00-	INLAND MOBILE NOTARYOntario CA
06/14/2023		LA COURT EFILE PMT OLOS ANGELES CA		08029005736 61.65 LOS ANGELES 31099533165 951-4799400 LA COURT EFILE PMT 00-	LA COURT EFILE PMT OLOS ANGELES CA
06/14/2023		LA COURT EFILE PMT OLOS ANGELES CA		08029005736 446.96 LOS ANGELES	LA COURT EFILE PMT OLOS ANGELES CA



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	6/9/2023
Customer	0155107
Credit Sale	05057942
Amount Due	\$0.00

Bill To

Diamond McCarthy LLP
 333 South Hope Street
 Suite 4050
 Los Angeles CA 90071

One Legal Order Number	20576435
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA00860482
Documents	Status Report

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	6/23/2023
Customer	0155107
Credit Sale	05089444
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	20621111
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA00899210
Documents	Notice of Ruling

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).
 * These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
 ‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Account Summary

5/15/23

Affeld Grivakes LLP
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

Case: Chen, et al. v. GHP Management Corporation, et al.
Case Number: BC713402 and Related Case (19STCV03883)

Outstanding Invoices

Invoice #283463 - Payment is Due on 5/15/23	\$120.00
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Total Amount Outstanding	\$120.00
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Outstanding Invoices Attached

Visit <https://pay.caseanywhere.com> to pay by credit card



Invoice

Date 4/15/23 **Invoice No.** 283463

Affeld Grivakes LLP
c/o Damion Robinson, Esq.
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

Billing Period: 1/1/23 - 3/31/23
Payment Due Date: 5/15/23
Case: Chen, et al. v. GHP Management Corporation, et al.
Case Number: BC713402 and Related Case (19STCV03883)

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$120.00/qtr	\$120.00

BALANCE **\$120.00**

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill

StandPoint IT
4379 Elenda Street
Culver City, CA 90230

- 310 892 0265 -

Damion Robinson
333 S. Hope Street
Suite 4050
Los Angeles, CA 90071

Date: 8/19/2023

Regarding: Diamond McCarthy - WALDRON v. GHP
Invoice No: 33748

Services Rendered

Date	Staff	Description	Hours	Charges
6/15/2023	LMB	Conference with Sam from GHJ and Nick from GHP, going over issues with RoomMates determination, and complete walk-through of approach presently being utilized by GHP to establish class members	4.50	\$2,587.50
6/15/2023	LMB	conference with Damion re: session this morning; work on ingestion of GHP revision one and develop comparitives between Berliner, GHP 1 and GHP rev 1	0.50	\$187.50
6/22/2023	LMB	email from Sam Valstad with Class List changes and Master Unit directory - initial review of both and email to Damion	0.10	\$37.50
6/22/2023	LMB	Telephone calls from Damion re: needs for finishing	0.40	\$150.00
6/25/2023	LMB	Telephone calls from Damion re: needs for next week and begin determination of TenantIDs for analysis by GHJ	0.50	\$137.50
6/26/2023	LMB	remote work with Damion reviewing my declaration	1.10	\$302.50
6/27/2023	LMB	remote meeting with Damion re: Tenant Codes and review of SQL	0.90	\$337.50
6/28/2023	LMB	finish creation of documents and queries with which to create Tenant Codes for request to GHJ for production of SQL temp tables and data for class membership and settlement values; (billed separately: meeting with counsel and GHJ and GHP); finish compilation of Tenant codes and email result to Opp	1.70	\$637.50
6/28/2023	LMB	meeting with counsel and GHJ and GHP	1.00	\$575.00
6/30/2023	LMB	attend conference re: Pay Other and reminding issues; previous Telephone calls with Damion	0.70	\$402.50
7/07/2023	LMB	analyze data in email from Damion, prepare details query and send to Damian	0.50	\$187.50
			Total Fees	\$5,542.50

Interest \$779.70

Total New Charges \$6,322.20

Previous Balance \$27,380.88

Balance Due \$33,703.08

<i>A/R Aging</i>	Current	30 Days	60 Days	90 Days	120 and Over	Total
	\$8,153.08	\$0.00	\$0.00	\$6,841.25	\$18,708.75	\$33,703.08

Staff Summary

Name	Hours	Rate
Larry M Berliner	6.20	\$575.00
Larry M Berliner	4.10	\$375.00
Larry M Berliner	1.60	\$275.00



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	6/24/2023
Customer	0155107
Credit Sale	05095668
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	20621872
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	None
Case Title	G & P GROUP, INC., A CALIFORNIA CORPORATION vs CITY NATIONAL BANK, A NATIONAL BANK
Case Number	22STCV04378
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA00899828
Documents	Stipulation and Order

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
Court Filing Fee	\$20.00
SUBTOTAL	\$24.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$1.10
SUBTOTAL	\$14.05

FEES SUMMARY	AMOUNT
Disbursements	\$24.20
One Legal Fees	\$14.05
TOTAL CHARGED	\$38.25

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

1

VIEW US WIRE PAYMENT

Use this page to view a US Wire payment.

PAYMENT INFORMATION

Status	Pending Approval
Debit Account	Diamond McCarthy LLP - *****8299
Amount	\$ 7,500.00 ✓
Payment Number	G9Y135Z28U <i>Approved 9-29-23 JR</i>
Value Date	09/29/2023
Send Date	09/29/2023 ✓
Frequency	One-Time Only
Recipient	Litigation Limited 520878627 ✓
Bank	JPMORGAN CHASE BANK, NA ABA (Wire) 102001017 ✓ DENVER CO UNITED STATES

ADDITIONAL INFORMATION

Recipient Reference	Diamond McCarthy
Details of Payments	Chen et al v. GHP

LITIGATION LIMITED

Page 4 of 4

\$ 7500

WIRE TRANSFER INSTRUCTIONS

ACCOUNT NAME	LITIGATION LIMITED
ACCOUNT NUMBER	520878627
ROUTING NUMBER	102001017
BANK NAME	Chase/JP Morgan
ADDRESS	1038 E. 6th Avenue, Unit A Denver, CO 80218



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	7/3/2023
Customer	0155107
Credit Sale	05115151
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	20719162
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA00984258
Documents	Proof of Service (not Summons and Complaint)

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



An InfoTrack
Company

1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Credit Card Sale

Date	8/4/2023
Customer	0155107
Credit Sale	05202454
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	20932680
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01167486
Documents	Notice of Ruling

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	8/14/2023
Customer	0155107
Credit Sale	05227885
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	20994542
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01221416
Documents	Notice of Lodging

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).
 * These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
 ‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	8/30/2023
Customer	0155107
Credit Sale	05279870
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	21116964
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01337712
Documents	Declaration

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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An InfoTrack Company

1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Credit Card Sale

Date	8/30/2023
Customer	0155107
Credit Sale	05278951
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	21111898
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01333313
Documents	Notice of Ruling

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



An InfoTrack Company

1400 North McDowell Blvd. Suite 300
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Credit Card Sale

Date	8/30/2023
Customer	0155107
Credit Sale	05278945
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	21111878
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01333290
Documents	Notice of Lodging, Order

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.38
SUBTOTAL	\$13.33

FEES SUMMARY	AMOUNT
One Legal Fees	\$13.33
TOTAL CHARGED	\$13.33

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 North McDowell Blvd. Suite 300
 Petaluma, CA 94954
 1-800-938-8815 ext. 1
 TIN: 85-4343705

Credit Card Sale

Date	8/31/2023
Customer	0155107
Credit Sale	05282663
Amount Due	\$0.00

Bill To
Diamond McCarthy LLP 333 South Hope Street Suite 4050 Los Angeles CA 90071

One Legal Order Number	21116889
Contact	Damion Robinson
Attorney Name	Damion Robinson
Billing Code	Chen/GHP
Case Title	XIN CHEN VS GHP MANAGEMENT CORPORATION ET AL
Case Number	BC713402
Court	Superior Court of California, Los Angeles County
Court Transaction Number	23LA01337643
Documents	Order

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.20
SUBTOTAL	\$4.20

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
Convenience Fee‡	\$0.51
SUBTOTAL	\$13.46

FEES SUMMARY	AMOUNT
Disbursements	\$4.20
One Legal Fees	\$13.46
TOTAL CHARGED	\$17.66

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Invoice

Date 7/1/23 **Invoice No.** 292511

Diamond McCarthy LLP
c/o Damion Robinson, Esq.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071

Billing Period: 4/1/23 - 6/30/23

Payment Due Date: 7/31/23

Case: Chen, et al. v. GHP Management Corporation, et al.

Case Number: BC713402 and Related Case (19STCV03883)

DESCRIPTION	QTY	RATE	TOTAL
System Access Fee	1	\$120.00/qtr	\$120.00
Document Service Fee <i>Billing Reference: Chen/GHP</i>	6	\$6.00/doc	\$36.00

BALANCE **\$156.00**

Please remit payment within 30 days. Thank you for your business.

Send payments indicating the Invoice Number to:

Case Anywhere LLC
21860 Burbank Blvd., Suite 125
Woodland Hills, CA 91367

Visit <https://pay.caseanywhere.com> to pay by credit card

Federal Tax Identification Number: 90-0274070

All prices of taxable items include sales tax reimbursement computed to the nearest mill

EXHIBIT 13

SAMPLE LEASE 2014

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, between _____, "Owner/Agent," whose address and phone number are _____ and _____ "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: _____.
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S): _____

LIST OF ALL OCCUPANTS (Do not list any Residents from above): _____

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.

- 4. TERM OF LEASE:** The initial term of this Agreement shall commence on _____ and end on _____
Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.
(Initials) _____

- 5. RENT:** The total initial monthly base rent for the Premises shall be \$ _____, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$ _____ for the period beginning on _____.** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first** day of each month. Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH**. Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that NO CASH will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO**

AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at _____ DURING NORMAL BUSINESS HOURS.

Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9 am to 7pm and Saturday/Sunday 9 am to 6pm**. The phone number for the above address is: _____. The name of the authorized agent available to discuss your rental payments is: _____. If Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made by



liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Lessee understands that Lessor and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.

27. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, no gas or charcoal grills or barbeques or pets, waterbeds, and water-filled furniture shall be kept or allowed in or about said premises.
28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
30. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments or Addenda make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
31. **ATTORNEY'S FEES:** **If any action, proceeding or arbitration is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.**
32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
33. **LEAD DISCLOSURE:** Lessee understands that the apartment and/or the common areas within the apartment community **Do NOT** **Do contain lead-based paint.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that lessees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Lessee represents and agrees that Lessor has provided Lessee with such information, if applicable as indicated above, including, but not limited to, the EPA booklet entitled (ADDENDUM B) - "**Protect Your Family From Lead In Your Home.**" Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: SEE ADDENDUM.
34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: _____ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



promises other than those set forth herein.

- 47. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.



Signed by

_____ *(Resident)*

_____ *Date*



Signed by

_____ *(Owner/Agent)*

_____ *Date*

CONFIDENTIAL



SAMPLE LEASE 2015

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, between _____, "Owner/Agent," whose address and phone number are _____ and _____, "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: _____
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S): _____

LIST OF ALL OCCUPANTS (Do not list any Residents from above): _____

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.

- 4. TERM OF LEASE:** The initial term of this Agreement shall commence on _____ and end on _____. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.
(Initials) _____

- 5. RENT:** The total initial monthly base rent for the Premises shall be \$ _____, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$ _____ for the period beginning on _____** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first** day of each month. Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH**. Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that NO CASH will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO**

AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at _____ DURING NORMAL BUSINESS HOURS.

Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9 am to 7pm and Saturday/Sunday 9 am to 6pm**. The phone number for the above address is: _____. The name of the authorized agent available to discuss your rental payments is: _____. If Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made by



liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Lessee understands that Lessor and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.

27. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, no gas or charcoal grills or barbeques or **water-filled furniture** shall be kept or allowed in or about said premises.
28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
30. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments or Addenda make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
31. **ATTORNEY'S FEES:** **If any action, proceeding or arbitration is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.**
32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
33. **LEAD DISCLOSURE:** Lessee understands that the apartment and/or the common areas within the apartment community **Do NOT** **Do contain lead-based paint.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that lessees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Lessee represents and agrees that Lessor has provided Lessee with such information, if applicable as indicated above, including, but not limited to, the EPA booklet entitled (ADDENDUM B) - "**Protect Your Family From Lead In Your Home.**" Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: SEE ADDENDUM.
34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: _____ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



promises other than those set forth herein.

47. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.



Signed by

(Resident)

Date



Signed by

(Owner/Agent)

Date

CONFIDENTIAL



SAMPLE LEASE 2016

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, between _____, "Owner/Agent," whose address and phone number are _____ and _____ "Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: _____.
2. **OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S): _____

LIST OF ALL OCCUPANTS (Do not list any Residents from above): _____

3. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.

4. **TERM OF LEASE:** The initial term of this Agreement shall commence on _____ and end on _____. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.

(Initials) _____

5. **RENT:** The total initial monthly base rent for the Premises shall be \$ _____, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$ _____ for the period beginning on _____.** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first** day of each month. Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH**. Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that NO CASH will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO**

AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at _____ DURING NORMAL BUSINESS HOURS.

Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9 am to 7pm and Saturday/Sunday 9 am to 6pm**. The phone number for the above address is: _____ The name of the authorized agent available to discuss your rental payments is: _____

_____ . If Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made by



liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Lessee understands that Lessor and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.

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28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
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32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
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34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: _____ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



promises other than those set forth herein.

- 47. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.



Signed by

(Resident)

Date



Signed by

(Owner/Agent)

Date

CONFIDENTIAL



SAMPLE LEASE 2017

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, between _____, "Owner/Agent," whose address and phone number are _____ and _____, "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: _____.
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S): _____

LIST OF ALL OCCUPANTS (Do not list any Residents from above): _____

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.

- 4. TERM OF LEASE:** The initial term of this Agreement shall commence on _____ and end on _____. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.

(Initials) _____

- 5. RENT:** The total initial monthly base rent for the Premises shall be \$ _____, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$ _____ for the period beginning on _____.** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first** day of each month. Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH**. Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that **NO CASH** will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO _____ AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at _____ DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9 am to 7pm and Saturday/Sunday 9 am to 6pm**. The phone number for the above address is: _____. The name of the authorized agent available to discuss your rental payments is: _____. If Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made by



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32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
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The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.



Signed by

(Resident)

Date



Signed by

(Owner/Agent)

Date

CONFIDENTIAL



SAMPLE LEASE 2018

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, between _____, "Owner/Agent," whose address and phone number are _____, "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: _____.
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S): _____

LIST OF ALL OCCUPANTS (Do not list any Residents from above): _____

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.

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AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at _____ DURING NORMAL BUSINESS HOURS.

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28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
30. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments or Addenda make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
31. **ATTORNEY'S FEES:** **If any action, proceeding or arbitration is brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.**
32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
33. **LEAD DISCLOSURE:** Lessee understands that the apartment and/or the common areas within the apartment community **Do NOT** **Do contain lead-based paint.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that lessees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Lessee represents and agrees that Lessor has provided Lessee with such information, if applicable as indicated above, including, but not limited to, the EPA booklet entitled (ADDENDUM B) - "**Protect Your Family From Lead In Your Home.**" Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: SEE ADDENDUM.
34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: _____ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



promises other than those set forth herein.

47. CREDIT REPORTS: A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.



Signed by

(Resident)

Date



Signed by

(Owner/Agent)

Date

CONFIDENTIAL



EXHIBIT 14

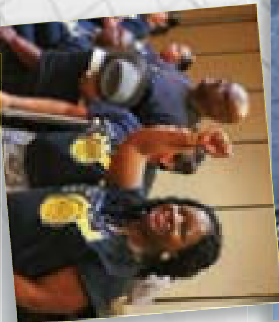
Children and Education

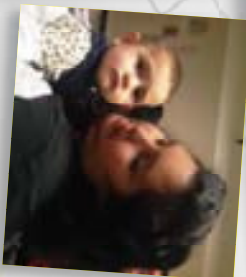
- Foster Youth
- Children with Developmental Disabilities
- Adoptions and Guardianships
- Special Education
- Literacy
- Trauma-Informed Education
- School Funding
- School Discipline





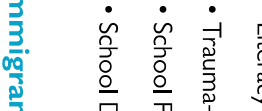
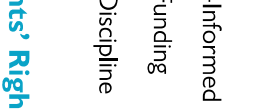


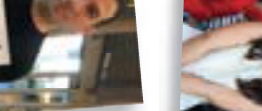






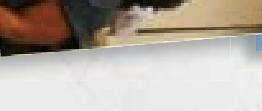
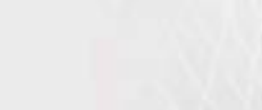




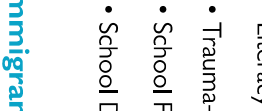
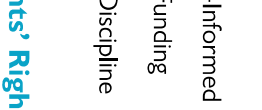


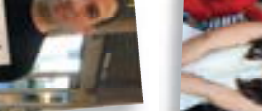








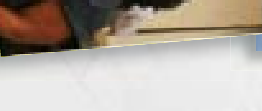
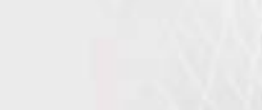




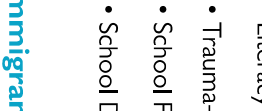
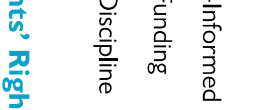


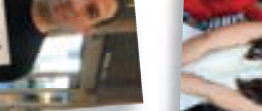








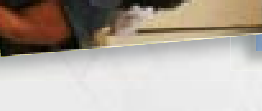




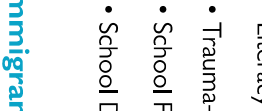
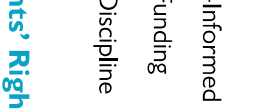


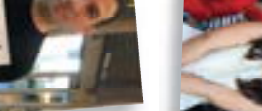







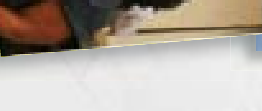
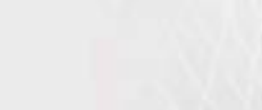




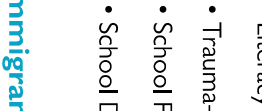
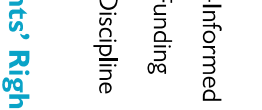


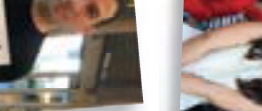








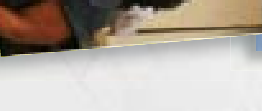
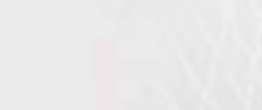


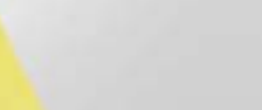



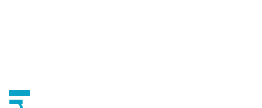
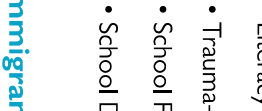
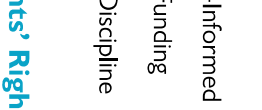


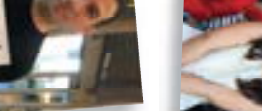




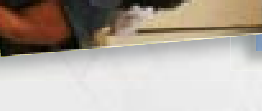
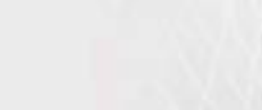





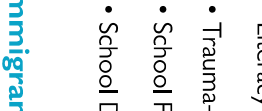
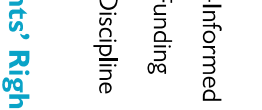


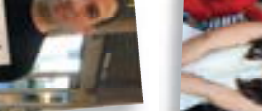








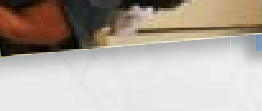
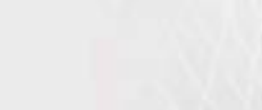




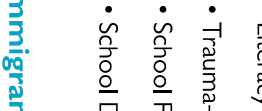
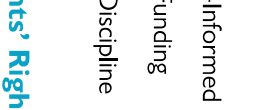


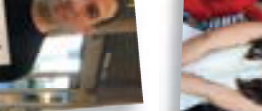








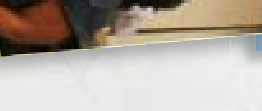




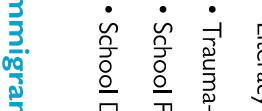
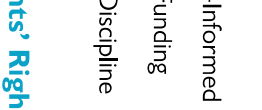


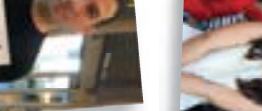







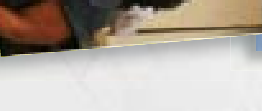
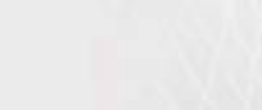




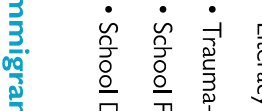
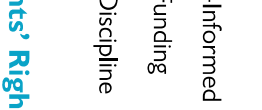


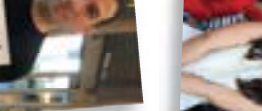








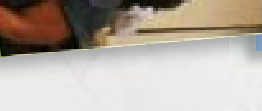


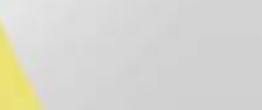


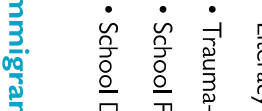
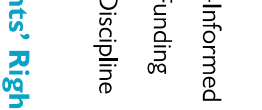


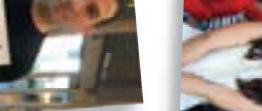







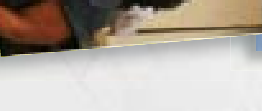
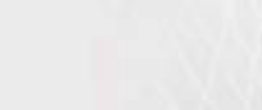




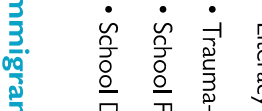
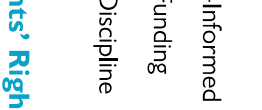


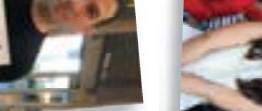








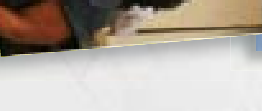
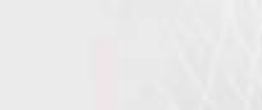




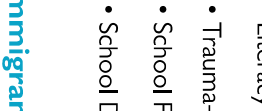
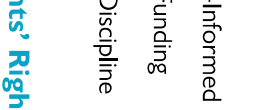


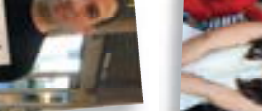








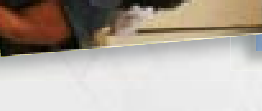
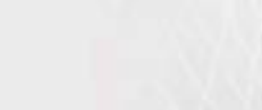




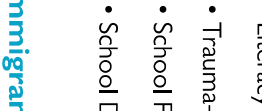
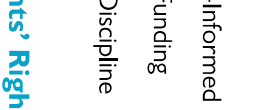


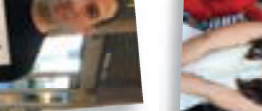








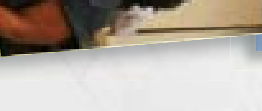
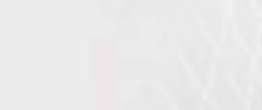






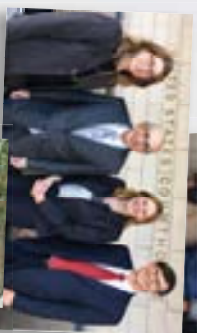
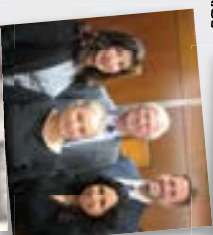



Public Counsel qualifies for cy pres awards of residual class action funds when all funds cannot be distributed to class members in both federal and state courts. Cy pres awards are an important part of Public Counsel's revenue each year, and help us continue and expand the services we provide to the most vulnerable members of our community. We greatly appreciate the lawyers and law firms who have advocated for such awards to Public Counsel in the past, and welcome the opportunity to discuss possible awards with attorneys in the future.

Typically, courts require that cy pres recipients work in substantive areas related to the class claims. Public Counsel can qualify for awards in a large variety of cases because we work in so many substantive law areas and on such a wide array of issues:

Consumer Law

- Consumer Protection, Unfair Business Practices, Deceptive Advertising
- Predatory Lending
- PACE Home Improvement Disputes & Other Contractor Fraud
- Credit Reporting Violations
- Unfair Collection of Consumer Debts and Fees
- Financial Abuse of Elders and Vulnerable Adults with Mental and Developmental Disabilities
- Bankruptcy Assistance
- Antitrust
- Higher Education Fraud and Debt Relief
- Student Loans
- Auto Loans
- Access to Credit
- Foreclosure and Title Fraud
- Bail and Criminal Justice Debt



Nonprofit and Small Business Assistance

- Intellectual Property
- Employment
- Contracts and Leases
- Mergers and Acquisitions
- Corporate Documents
- Childcare Providers
- Tax Exempt Status



Veterans' Services

- VA Benefits
- Housing
- Employment
- Mental Health
- Fraud and Scams



Housing

- Housing Discrimination
- Affordable Housing
- Landlord/Tenant Relationships
- Homelessness Prevention



Employment

- Workplace Discrimination and Harassment
- Wage Theft



EXHIBIT 15

1 David W. Affeld, State Bar No. 123922
Christopher Grivakes, State Bar No. 127944
2 Damion Robinson, State Bar No. 262573
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Los Angeles, California 90067
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5 dr@agzlaw.com

6 *Additional counsel listed on signature page*

7 Attorneys for Plaintiff Xin Chen,
individually and on behalf of all other similarly situated
8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
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12 XIN CHEN, an individual; and BRIAN
CHIANG, an individual; individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 GHP MANAGEMENT CORPORATION, a
California corporation, *et al.*,

17 Defendants
18
19

Case No. **BC713402**

Assigned for All Purposes to:
The Honorable Elihu M. Berle (Dept. 6)

**DECLARATION OF XIN CHEN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR CLASS CERTIFICATION**

Date: July 15, 2020
Time: 11:00 a.m.
Dept.: 6

Action Filed: July 12, 2018
Trial Date: None Set
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I, Xin Chen, declare:

1. I am a plaintiff in this action, am over 18 years of age, and am competent to make this declaration. I have personal knowledge of the facts below. I could testify competently to these facts if called upon to do so.

2. I lived in Unit 309 of the Orsini apartment complex with co-tenant Edward Wei from 2017 until May 16, 2018. Attached as **Exhibit 1** is a true copy of the Lease Agreement for the unit. Attached as **Exhibit 2** is a true copy of a First Lease Amendment. Attached as **Exhibit 3** is a true copy of a Second Lease Amendment by which I became a party to the lease.

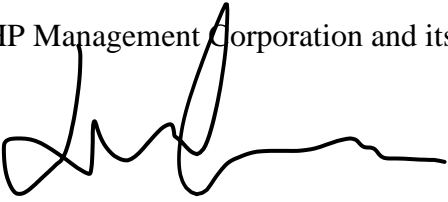
3. After we moved out, the management company sent us a “Move Out Statement” and “Itemized Statement” showing a number of charges made against our deposit. True copies of these documents are attached as **Exhibits 4** and **5**, respectively.

4. The management company did not give us any invoices or other documents supporting the charges.

5. Our deposit under the lease was \$500.00. The management company did not refund any part of our deposit. Instead, the management company claimed that we owed an additional \$1,180.36 on top of the deposit.

6. I am aware of my obligations as a class representative, and am willing and able to pursue this matter on behalf of all former tenants of GHP Management Corporation and its affiliates who had their security deposits wrongfully withheld.

Dated: 4-25-21



Xin Chen

EXHIBIT 16

1 David W. Affeld, State Bar No. 123922
Christopher Grivakes, State Bar No. 127944
2 Damion Robinson, State Bar No. 262573
Affeld Grivakes LLP
3 2049 Century Park East, Suite 2460
Los Angeles, California 90067
4 Tel. (310) 979-8700
Fax (310) 979-8701
5 dr@agzlaw.com

6 *Additional counsel listed on signature page*

7 Attorneys for Plaintiff Xin Chen,
8 individually and on behalf of all other similarly situated

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11
12 XIN CHEN, an individual; and BRIAN
13 CHIANG, an individual; individually and on
behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 GHP MANAGEMENT CORPORATION, a
17 California corporation, *et al.*,

18 Defendants

Case No. **BC713402**

Assigned for All Purposes to:
The Honorable Elihu M. Berle (Dept. 6)

**DECLARATION OF BRIAN CHIANG
IN SUPPORT OF PLAINTIFF'S
MOTION FOR CLASS
CERTIFICATION**

Date: July 15, 2020
Time: 11:00 a.m.
Dept.: 6

Action Filed: July 12, 2018
Trial Date: None Set

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I, Brian Chiang, declare:

1. I am a plaintiff in this action, am over 18 years of age, and am competent to make this declaration. I have personal knowledge of the facts below. I could testify competently to these facts if called upon to do so.

2. I lived in Unit 378 of the Orsini apartment complex from July 2016 through July 18, 2018 with a co-tenant, Shannon Liao. A true copy of my Lease is attached as **Exhibit 1**. A true copy of a Lease Amendment is attached as **Exhibit 2**.

3. Approximately one month after we moved out, the management company sent me a "Move Out Statement," an "Itemized Statement," and a "Balance Due Letter." True copies of these documents are attached hereto as **Exhibits 3** through **5**, respectively.

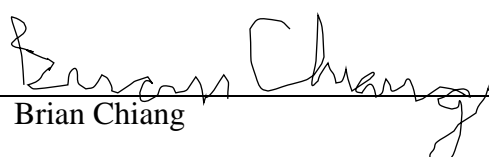
4. The management company did not provide any invoices or other documents supporting the charges.

5. The management company did not refund any portion of our deposit. Although the "Move Out Statement" and "Itemized Statement" do not match, they indicate that the management company claimed charges of either \$972.28 or \$1,044.85.

6. I am aware of my obligations as a class representative, and am willing and able to undertake those obligations and to pursue this matter on behalf of all former tenants of GHP Management Corporation and its affiliates who had their security deposits wrongfully withheld.

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

Dated: 4/25/2021



Brian Chiang

TAB N

1 Damion D. D. Robinson, State Bar No. 262573
DIAMOND McCARTHY LLP
2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Tel. (424) 278-2335
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6 4241 Arden Way
San Diego, CA 92103
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9 Attorneys for Plaintiffs Xin Chen, Brian Chiang,
Kierney Waldron and the Class and Subclasses

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

<p>XIN CHEN, an individual; and BRIAN CHIANG, an individual; individually and on behalf of all others similarly situated;</p> <p>Plaintiffs,</p> <p>vs.</p> <p>GHP MANAGEMENT CORPORATION, a California corporation, <i>et al.</i></p> <p>Defendants.</p>	<p>KIERNEY WALDRON; ROES 1 through 100 inclusive; individually, and on behalf of all others similarly situated,</p> <p>Plaintiffs,</p> <p>vs.</p> <p>GHP MANAGEMENT CORPORATION, a California corporation, <i>et al.</i></p> <p>Defendants.</p>
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Lead Case No.: BC 713402
(Consolidated Case No. 19STCV03883)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**DECLARATION OF GRANT STIEFEL IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES**

Dept.: SS-6

Action Filed: July 13, 2018
Trial Date: None Set

1 **DECLARATION OF GRANT STIEFEL**

2 I, Grant Stiefel, declare:

3 1. My name is Grant Stiefel. I am a consultant and testifying expert in the field of
4 attorneys' fees and a member of the California State Bar, as described in more detail
5 herein. I am the principal and founder of Litigation Limited, a legal fee auditing and
6 consulting firm. I have been retained on behalf of Plaintiffs Xin Chen and Brian Xiang
7 ("Plaintiffs") to provide expert testimony regarding Plaintiffs' Motion for Attorneys' Fees.
8 The conclusions set forth in this declaration are the products of my own analysis, as
9 described below. Unless stated otherwise, I have personal knowledge of the facts stated
10 herein and I am prepared to testify to the information and conclusions set forth herein if
11 called as a witness in this matter.

12 **BACKGROUND AND QUALIFICATONS AS EXPERT**

13 2. As one of the only full-time legal fee consultants in the country, I am
14 frequently retained by litigants and law firms to proffer opinion testimony in connection
15 with attorneys' fee disputes and/or fee-shifting motions. Over the past two decades, I have
16 reviewed over \$1 billion in law firm billings and have testified as a fee expert in California
17 state and federal courts, in JAMS and AAA arbitrations, in attorney-client fee arbitrations,
18 and before the Court of Appeals for the Ninth Circuit.

19 3. I have testified live on numerous occasions as a qualified attorney fee expert in
20 trial courts, arbitrations, and State Bar proceedings. My *curriculum vitae* is attached hereto
21 as **Exhibit A**. I have no financial interest in the outcome of this dispute and counsel's
22 obligation to pay my fees is not contingent in any respect on the substance of my opinions
23 or the ultimate determination of this matter.

24 4. **Attorney Fee Consulting Experience.** For more than a decade, Litigation
25 Limited has assisted corporate clients across the United States and Canada with the review
26 and analysis of legal invoices, the selection and management of outside counsel, and the
27 development and implementation of outside counsel representation and billing guidelines,
28 all with an eye toward managing and reducing overall legal spend. Litigation Limited's

1 consulting clients include publicly traded corporations, financial institutions, and one of the
2 largest universities in North America.

3 5. As an attorney fee consultant, I help clients research and evaluate hourly rates,
4 billing techniques, and overall billings by lawyers and law firms in many jurisdictions,
5 from law firms both big (1,000+ lawyers) and small, and across multiple practice areas. I
6 also help clients evaluate the efficiency and litigation strategies of their lawyers and law
7 firms and have assisted legal departments with the implementation and management of
8 complex, multi-jurisdictional litigation portfolios.

9 6. **Attorney Fee Testifying Experience.** I am frequently retained as an expert
10 witness in connection with state and federal court fee disputes and attorney-client fee
11 arbitrations, and I have testified in more than 130 twenty matters regarding: (i) the
12 reasonableness of overall legal fees, (ii) the propriety of attorney billing practices, (iii)
13 reasonable hourly rates and reasonable hours billed in the context of a lodestar analysis of
14 damages; and (iv) litigation management issues. The Honorable Michael Paul Lindfield of
15 the Los Angeles Superior Court noted during trial that “Mr. Stiefel’s qualifications [as a
16 testifying fee expert] cannot seriously be in dispute.” *Hehir v. Kim, et. al.*, Los Angeles
17 County Superior Court (Trial Proceedings, February 14, 2014). I believe that trial court
18 judges and arbitrators find my analysis to be methodologically sound, accurate,
19 conservative, reliable, and objective:

20 “Mr. Stiefel is one of the foremost experts in the country on hourly
21 rates for attorneys and his expertise and experience is impressive. The
22 Arbitrator gave very careful consideration to his Declaration in that
23 Mr. Stiefel, even though retained by Claimant as an expert, did not
24 appear to the Arbitrator to be biased in his opinions [...] his
background is impeccable, and he has testified for both Plaintiffs and
Defendants, both in supporting and opposing fee applications.” [Hon.
Eric M. Epstein, *Thomas v. Security Industry Specialists, Inc.*, July 13,
2023 Final Award of Arbitrator, AAA Case No. 01-21-0004-0957].

25 7. I work in a highly specialized niche in the legal profession, and there are
26 probably no more than a handful of full-time attorney fee experts in the United States with
27 knowledge, experience, specialization, and training comparable to mine. Since founding
28 Litigation Limited over a decade ago, I have been asked to audit, review, and opine

1 regarding invoices and billing practices of firms of all sizes, including many of the largest
2 law firms in the world.

3 8. Some of the well-known firms who have retained me as a fee expert include
4 Latham & Watkins, Jones Day, Orrick Herrington & Sutcliffe, McDermott Will & Emery,
5 Loeb & Loeb, Wilson Elser, Morrison & Foerster, Fisher Phillips, Sheppard Mullin,
6 Dykema Gossett, Stroock Stroock & Lavan, Buchalter Nemer, Littler Mendelson, Cappello
7 & Noel, Reed Smith, Vedder Price, Snell & Wilmer, Duane Morris, Holland & Knight, and
8 Steptoe & Johnson LLP. I have also been retained by many plaintiffs' firms, class action
9 firms, defense firms and sole practitioners.

10 9. I have testified on fee issues for many well-known corporate and institutional
11 clients, including Apple, Citibank, Wells Fargo, FitBit, Bridgestone, Beats by Dre,
12 Verizon, Anthem Blue Cross, Los Angeles World Airports, Los Angeles Unified School
13 District, the County of Los Angeles, and the University of Southern California, among
14 many others. I have also been retained as a fee expert on a number of occasions by the
15 Superior Court of California and have testified on behalf of the Superior Courts for Orange
16 County, Santa Clara County, and Ventura County.

17 10. I have testified as a live expert witness in numerous trials and arbitrations,
18 including *SK Law Group v. PMBS*, Los Angeles County Superior Court (trial testimony);
19 *Hehir v. Kim*, Los Angeles County Superior Court (trial testimony); *Brown v. Gilles*, ADR
20 Services Los Angeles (arbitration testimony); *Balle v. Ross*, Nevada State Bar Proceeding
21 (arbitration testimony); *Pintopoulous v. WestPark Capital, et. al.*, FINRA Arbitration
22 (arbitration testimony); *Carone v. Wooley*, Santa Barbara County Bar Association Fee
23 Arbitration (arbitration testimony); *LegalForce v. Papiz*, JAMS Los Angeles (arbitration
24 testimony); *Gateway Bank v. Metaxas*, JAMS San Francisco (arbitration testimony);
25 *Joseph Aleem & Slovak v. Zaffuto* (arbitration testimony); *In re Allyne L. Urick Trust* (trial
26 testimony); *Cappello & Noel v. Rubin* (arbitration testimony); and *Enenstein v. Hankey*
27 (trial testimony). I have also testified in dozens of other matters as a fee expert via affidavit
28 or declaration and have been deposed many times.

1 11. Because I use a conservative and consistent court-approved methodology, I am
2 retained as a testifying expert by both plaintiffs and defendants. To my knowledge, I am
3 one of the only fee experts who consistently testifies for “both sides” because I use the
4 same methodology and data sources regardless of whether I am testifying for a fee-seeking
5 or fee-opposing party. I frequently turn down engagements where I am unable to provide
6 counsel’s hoped-for testimony—for instance, if I am asked to discount a fee request that
7 appears reasonable to me, or if I am asked to recommend an unreasonably high hourly
8 rate—and I have even been retained by opposing parties in the same litigation, due to my
9 conservative and consistent methodology.¹

10 12. A list of the more than 130 matters I have testified in as a fee expert is attached
11 hereto as **Exhibit B**.

12 13. I have never been excluded from testifying at trial as a fee expert, have never
13 been subject to a successful *Daubert* challenge, and have never failed to qualify as an
14 expert witness at any trial, hearing or arbitration. On the contrary, my methodology for
15 evaluating legal billings has been approved and adopted by numerous trial courts and
16 arbitration panels.² *See, e.g., Courthouse News Service v. Planet*, Case No. CV 11-08083
17 SJO (FFMx), October 17, 2016 Order on Attorneys’ Fees (C.D. Cal.); *MMM Holdings v.*
18 *Reich*, Case No. 30-2015-00822123-CU-BT-CJC, August 14, 2018 Order on Attorneys’
19 Fees (Cal. Sup. Ct.); *Godwin v. World Healing Center Church, Inc.*, Case No. 8:21-cv-
20 00555-JLS-DFM, October 20, 2021 Order Granting In Part Plaintiff’s Motion for Attorney
21 Fees (C.D. Cal.). I believe that trial court judges and arbitrators find my analysis to be
22 methodologically sound, accurate, conservative, reliable, and objective.

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25 ¹ The *Brickman* class action is illustrative: I was first retained by Defendant FitBit and then, following
26 approval of the class action settlement and the issuance of an order awarding attorneys’ fees, I was retained by
27 Class Counsel (with FitBit’s knowledge and consent) in their subsequent dispute with local counsel over
28 allocation of the *Brickman* fees. *Brickman v. FitBit*, Case No. 3:15-cv-2077-JD (N.D. Cal.).

² The only time my testimony has been excluded, to my knowledge, was nearly a decade ago in connection
with a 2014 Nevada fee declaration where due to counsel’s inadvertence or neglect, I was not timely disclosed
as an expert witness.

1 14. **Training Clients on Attorney Fee Issues and Litigation Management.** In
2 addition to assisting clients on attorney fee issues and testifying as a fee expert, I have
3 provided continuing legal education seminars on timekeeping, billing, and various
4 litigation management issues, and have provided training to in-house counsel and legal
5 departments on attorney fee issues.

6 15. I have been approved by the California State Bar as a continuing legal
7 education instructor on the subject of attorneys' fees (CLE provider number 16342); have
8 lectured on attorney fee issues to CEOs, CFOs, and CIOs; and have provided training to in-
9 house legal departments from a host of well-known corporations, including: Air France,
10 Alcon Labs, Arch Bay Capital, Bank of America, Bank of the West, Bayer, Boy Scouts of
11 America, Campbell Soup, Capital Power, Carlton Hotels, Chubb Insurance, CNA
12 Insurance, ExxonMobil, Fox Broadcasting, New York Life, PacificLife, Pfizer, Purdue
13 Pharma, Roche, Schneider Electric, Shell, Southern California Edison, SunTrust Bank,
14 Sylvan Energy, and Wells Fargo.

15 16. I have also provided CLE training on timekeeping and client billing issues to
16 hundreds of individual lawyers, judges, arbitrators, and law firms.

17 17. **Additional Expertise and Publications.** I have been qualified as an attorney-
18 client fee arbitrator with the State Bar of California's Attorney-Client Fee Arbitration
19 Program through (a) the Los Angeles County Bar Association Attorney-Client Mediation
20 and Arbitration Service and (b) the San Fernando Valley Bar Association. I have also
21 completed the Los Angeles County Superior Court's Temporary Judge Training Program. I
22 have published articles in the legal and business media on attorneys' fees, billing practices,
23 litigation management and managing outside counsel relationships, as described in my
24 attached *curriculum vitae*.

25 18. My opinions and analysis regarding hourly billing issues in the legal profession
26 have been cited in newspapers and government reports, including the New Jersey Office of
27 State Comptroller's *Analysis of Legal Fees Paid by New Jersey Local Governments* (June
28 25, 2013). I have also attended and participated in numerous seminars, conferences and

1 continuing legal education classes on attorneys' fees and legal billing issues, and I
2 regularly review new court opinions, practice guides and other scholarship in connection
3 with the field of attorneys' fees.

4 19. **Litigation Experience.** Before leaving private practice to become a full-time
5 attorney fee consultant, I was a trial lawyer with two of the world's largest law firms. From
6 2000 through 2004, I was a litigation associate in the Los Angeles office of Akin Gump
7 Strauss Hauer & Feld, where I worked on complex, high-profile disputes including
8 California's structured settlement litigation and several large consumer class actions. In
9 2005, I moved with a partner to the Los Angeles office of K&L Gates. Shortly thereafter, I
10 was tasked to head up the firm's Toxic Tort Practice Group for Southern California and
11 was lead counsel on hundreds of personal injury and wrongful death lawsuits with an
12 aggregate settlement value of several billion dollars. Most of this high-value litigation was
13 in the California Superior Court, where I supervised dozens of lawyers, paralegals, and
14 staff.

15 20. I was also responsible for overseeing teams of experienced trial lawyers across
16 the country, in both their local jurisdictions and as *pro hac vice* trial counsel. As national
17 coordinating/liaison counsel for several Fortune 500 companies, I managed local counsel
18 and regularly reviewed, audited, and analyzed invoices from hundreds of law firms. I
19 therefore became familiar with timekeeping and hourly billing practices of lawyers and law
20 firms from virtually every state, and I am perhaps the only testifying fee expert with more
21 than a decade of experience at two global law firms.

22 21. **Trial Experience.** I have extensive first-chair and second-chair trial experience
23 in about two dozen trials and have tried cases to favorable verdict in Los Angeles County
24 Superior Court. My clients (as lead trial counsel and/or counsel of record) included
25 Schneider Electric; Crane Co.; World Wrestling Entertainment; Macquarie Bank; Samsung
26 Electronics America; Calgon Carbon Corporation; Black Entertainment Television;
27 TransUnion; Kia Motors; Samsung Telecommunications America; Thane International;
28 Univar USA; and Ready Pac Produce. I have also represented smaller corporate clients and

1 individuals (as both plaintiff and defendant) in matters that were resolved or dismissed
2 prior to trial.

3 22. **Bar Membership and Court Admissions.** I am an inactive member in good
4 standing with the California State Bar and was admitted to practice on January 12, 2001.
5 My state bar number is 212307, and I have no history of professional discipline. In addition
6 to all the state courts of California, I have been admitted to the following courts: the United
7 States Court of Appeals for the Ninth Circuit; the United States District Court for the
8 Central District of California; the United States District Court for the Eastern District of
9 California; the United States District Court for the Northern District of California; and the
10 United States District Court for the Southern District of California.

11 23. **Legal Education.** I received my *juris doctor* from the University of Southern
12 California School of Law in May 2000, where I was awarded honors or high honors in
13 thirteen (13) subjects. I was also selected to serve as a staff editor on the honors journal,
14 *Southern California Interdisciplinary Law Journal*, and was elected by the student body to
15 serve on the Student Bar Association for all three years, first as Class Representative for
16 the 1L class (1997-98) and then as Vice-President (1998-2000).

17 24. **Undergraduate Education.** I graduated from the University of Southern
18 California in May 1994 with a Bachelor of Arts in Psychology and Linguistics, where I
19 was a National Merit Scholar, a USC Presidential Scholarship recipient, and was named to
20 the Dean's List for the College of Letters Arts and Sciences.

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1 **MATERIALS REVIEWED AND METHODOLOGY**

2 25. In the process of preparing this declaration, I undertook a number of
3 investigative steps to learn more about the underlying litigation and the attorneys claiming
4 an entitlement to fees, as follows:

5 a. I communicated with attorney Damion Robinson from Diamond
6 McCarthy LLP, counsel for Plaintiffs, regarding this matter.

7 b. I accessed and reviewed the California State Bar member database
8 (<http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch>) to confirm the dates
9 of admission to the California bar and current active status for the lawyers who billed
10 time to the underlying litigation.

11 c. I also reviewed the following file materials from this matter:

12 i) Plaintiffs' First Amended Complaint in *Chen v. GHP* (LASC
13 Case No. BC713402), filed January 31, 2019.

14 ii) Plaintiffs' Class Action Complaint in *Waldron v. GHP* (LASC
15 Case No. 19STCV03883), file February 7, 2019

16 iii) Plaintiffs' Notice of Motion and Motion for Class Certification
17 and Appointment of Class Counsel and the Supporting Memorandum
18 of Points and Authorities, filed April 26, 2021.

19 iv) Defendant's Opposition to Plaintiffs' Motions for Class
20 Certification, filed July 9, 2021.

21 v) Plaintiffs' Reply in Support of Motion for Class Certification,
22 filed July 23, 2021.

23 vi) Defendant's Answer to Plaintiffs' First Amended Complaint in
24 *Chen v. GHP* (LASC Case No. BC713402), filed December 10, 2019.

25 vii) Defendant's Answer to Plaintiffs' First Amended Complaint in
26 *Waldron v. GHP* (LASC Case No. 19STCV03883), filed December
27 10, 2019.
28

1 viii) Plaintiffs’ Notice of Motion and Unopposed Motion for
2 Preliminary Approval of Class Action Settlement and Settlement
3 Notice; the Supporting Memorandum of Points and Authorities; and
4 Statement re: Class Notice, dated June 30, 2023.

5 ix) Declaration of Damion Robinson in support of Plaintiffs’ Notice
6 of Motion and Unopposed Motion for Preliminary Approval of Class
7 Action Settlement and Settlement Notice, dated June 30, 2023.

8 d. Finally, I reviewed the surveys, databases and legal fee matrices that are
9 described in more detail in the following paragraphs, all of which are commonly used,
10 cited, and relied upon by experts in this field.

11 26. My opinions are informed by case law, but are based upon years of practical,
12 real-world experience and independent research that relate to the issues that I address in
13 this declaration. Having reviewed and audited tens of thousands of invoices from large,
14 midsize, and small law firms in both routine litigation and major, complex disputes since
15 2006, I have seen just about every variation on the specific attorneys’ fee and billing issues
16 described in this declaration. I have reviewed numerous learned treatises on legal fees,
17 hourly billing rates for lawyers and paralegals, attorney fee awards, outside counsel
18 management and best practices for legal billing.

19 27. It is my customary practice to offer expert opinions which are consistent,
20 wherever possible, with judicial decisions that have addressed similar attorney’s fee and
21 billing issues. In my declaration, I generally cite to any federal and state case authorities
22 (both reported and unpublished) and any ethical opinions which I have consulted,
23 considered, or relied upon in forming my own opinions. I do so only so that the Court can
24 understand how these case authorities and ethical opinions fit into my overall reasoning
25 and form a supporting foundation for my opinions, and I am not attempting to offer “legal”
26 opinions that are the provenance of a judge. My analysis is based upon court-approved
27 methodologies that are widely employed by fee auditors and experts in my field. I believe
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1 that the arbitrator may find this information useful in evaluating the reasonableness of
2 Plaintiffs’ motion for attorneys’ fees.

3 **HOURLY RATE ANALYSIS**

4 28. The California Supreme Court has determined that for purposes of lodestar
5 calculations in fee awards, “*the reasonable hourly rate is that prevailing in the*
6 *community for similar work.*” *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1085
7 (2000). The goal is to “fix the fee at the fair market value for the legal services provided”
8 and to “anchor... the trial court's analysis to an objective determination of the value of the
9 attorney’s services, ensuring that the amount awarded is not arbitrary.” *Id.* (emphasis
10 added). In fee-shifting cases, courts award hourly rates that are consistent with rates that
11 other attorneys of comparable skill, experience, and reputation in the relevant legal
12 marketplace would charge for performing similar work. Thus, in my expert analysis for this
13 declaration, I examined hourly rate data for litigation attorneys in the Los Angeles County
14 legal market.

15 29. **2022 Real Rate Report.** I have referred to the 2022 Real Rate Report by
16 CEB/Gartner and Wolters Kluwer to evaluate the hourly rates sought by Plaintiffs’ counsel.
17 The Real Rate Report, which is published biannually, provides objective hourly rate data
18 for legal markets and practice areas, and reflects rates actually paid by clients, as opposed
19 to the often-aspirational “rack rates” that are requested from courts in fee applications, or
20 self-reported in surveys. *See, e.g., Hicks v. Toys ‘R’ Us-Delaware, Inc.*, No. CV13-1302-
21 DSF JCGX, 2014 WL 4670896, at *1 (C.D. Cal. Sept. 2, 2014) (“Real Rate Report is “a
22 much better reflection of true market rates than self-reported rates in all practice areas”).
23 The data used in the Real Rate Report includes more than \$155 billion in fees billed for
24 legal services in the United States through June 2022 from the world’s largest permission-
25 based contributory data warehouse of highly detailed, anonymized invoice data showing
26 the actual hours and fees law firm personnel billed, and was not based on surveys,
27 sampling, or reviews of other published surveys. A true and correct copy of the relevant
28 portions of the 2022 Real Rate Report is attached hereto as **Exhibit C.**

1 30. I believe that the Real Rate Report hourly rate data which I have used in my
2 analysis here is objective, credible, and reliable. *See Sabinsa Corp. v. HerbaKraft, Inc.*,
3 Civil Action 14-cv-04738 RBK-SAK, at *6 n.3 (D.N.J. Dec. 5, 2022) (“The Real Rate
4 Report is generally regarded as the legal industry’s leading benchmark for law
5 firm rates and staffing trends based on actual invoice data”). For more than a decade, this
6 data has been used by top firms and experts in the field and the Real Rate Report been cited
7 and relied upon by numerous federal and state courts in evaluating the reasonableness of
8 hourly rates. *See, e.g., Kries v. City of San Diego*, No. 18-cv-0229-GPC-BGS, at *17 (S.D.
9 Cal. Jan. 13, 2021) (“the Court finds that the rates requested are reasonable based on
10 previous cases and the Real Rate Report”); *Agopian v. Fed. Express Corp.*, CV 20-5282
11 DSF (Ex), at *3 (C.D. Cal. June 25, 2021) (“For guidance as to reasonable rates, the Court
12 generally relies on the... Real Rate Report, a Wolters Kluwer publication, which is based
13 on actual legal billing, matter information, and paid and processed invoices from a wide
14 range of companies”); “*Real*” *Garcia v. Apple Seven Servs. SPE San Diego*, 2:21-CV-
15 00841-ODW (PVC), at *7 (C.D. Cal. Mar. 21, 2022); *Friends of the Hastain Trail v.*
16 *Coldwater Dev. LLC*, Case No. BC469573, Notice of Rulings/Orders on Motion for
17 Attorneys’ Fees, p. 7 (Los Angeles County Sup. Ct. Aug. 30, 2013); *Large Audience*
18 *Display Systems, LLC v. Tennman Productions, LLC*, Case No. CV 11-3398-R (C.D. Cal.
19 June 2, 2017); *G.B. ex rel. N.B. v. Tuxedo Union Free School Dist.*, 894 F. Supp. 2d 415,
20 432 n.15 (S.D.N.Y. 2012); *Lewis v. Comm’r. of Soc. Sec.*, Case No. 3:09-cv-1381, Dkt. No.
21 31, Opinion and Order, p. 8, fn.2 (D. Or. Dec. 16, 2011). I use and rely upon the Real Rate
22 Report in working with my consulting and expert witness clients and have found it a
23 reliable indicator of real-world billing rates.

24 31. Moreover, because the Real Rate Report primarily aggregates defense-side
25 rates, a reasonable market rate should also account for the contingent nature of the work in
26 this case, since success was not assured, and counsel would recover no fee at all if they did
27 not prevail at arbitration. The hourly rates set forth in the Real Rate Report are premised on
28 full and prompt payment upon invoicing, and without consideration of the contingent risk

1 taken on by plaintiff-side attorneys. If any substantial part of the payment were to be
2 contingent or deferred for any substantial period, as is the case here, the hourly rate would
3 typically be adjusted upward to compensate counsel for those factors. My analysis herein
4 does not account for the contingent risk faced by Class Counsel.

5 32. There is, of course, no magic formula or algorithm for calculating a reasonable
6 hourly rate, and I am mindful that “the trial court [or arbitrator] is in the best position to
7 determine the reasonableness of the hourly rate of an attorney appearing before the court
8 and the value of the attorney’s professional services.” *Cordero-Sacks v. Housing Authority*
9 *of City of Los Angeles*, 200 Cal.App.4th 1267, 1286 (2011). I view my role as a fee expert
10 in this matter as simply to conduct an analysis and calculations using court-approved
11 methodologies and sources that are employed by auditors and experts in my field, and I do
12 not seek to usurp or undermine the authority of the Court.

13 33. **Damion Robinson** was the co-lead counsel on this matter and is a partner at
14 Diamond McCarthy. He was previously a partner at Affeld Grivakes. Mr. Robinson was
15 admitted to the California State Bar on March 18, 2009 (including a year clerking for the
16 Honorable David O. Carter in the United States District Court for the Central District of
17 California). He has no history of professional discipline. Mr. Robinson’s requested rates
18 are \$550 per hour (2018-2019), \$595/hour (2020), \$650/hour (2021), \$700/hour (2022),
19 and \$750/hour (2023).

20 34. **Jimmy Davis Parker** of the Law Office of Jimmy Davis Parker was co-lead
21 counsel on this matter. He was admitted to the California State Bar on December 2, 2007
22 and has been practicing for more than fifteen years. Mr. Parker has extensive class action
23 and jury trial experience, as set forth in more detail in the supporting declaration of
24 counsel, and he has no history of professional discipline. His requested rates in this matter
25 are \$550/hour (2018-2019), \$595/hour (2020), \$650/hour (2021) and \$700/hour (2022-
26 2023).

27 35. **David W. Affeld** was admitted to the California State Bar on August 18, 1986,
28 and has over 37 years of experience. He is a name partner with Affeld Grivakes and has no

1 history of professional discipline. As set forth in more detail in the supporting declaration
2 of counsel, Mr. Affeld has tried more than 40 cases to verdict, many of which resulted in
3 multi-million-dollar verdicts for his clients. (He has prevailed in more than ninety percent
4 of the cases he has taken to trial). Mr. Affeld's requested rate is \$900 per hour.

5 36. **Brian R. England** was admitted to the California State Bar on December 7,
6 2000, and has more than 22 years of experience. He is senior counsel with Affeld Grivakes
7 and has no history of professional discipline. Mr. England is a veteran litigator with broad
8 experience in complex litigation, as set forth in more detail in the supporting declaration of
9 counsel. His requested rate is \$800 per hour.

10 37. **Richard Scott Lysle** of the Law Offices of Richard Scott Lysle was admitted
11 to the California State Bar on December 14, 1972 and has over fifty years of experience
12 with no history of professional discipline. As set forth in more detail in the concurrently
13 filed declaration of counsel, Mr. Lysle has tried cases in criminal, civil, and juvenile courts,
14 and has handled more than 100 appellate matters. He has also served as a judge pro tem
15 with the Los Angeles Superior Court. Mr. Lysle's requested rates are \$550/hour (2018-
16 2021) and \$600/hour (2022-2023).

17 38. **David Markevitch** is of counsel at Affeld Grivakes and the managing attorney
18 of the firm's Northern California office. His requested rates are \$550/hour (2018-2020),
19 \$650/hour (2021) and \$700/hour (2022). Mr. Markevitch was admitted to the California
20 State Bar on May 29, 2008, and has more than fifteen years' experience. He has no history
21 of professional discipline.

22 39. **Edward Wei** is currently Vice President and Senior Corporate Counsel at
23 Landmark Dividend LLC. He was previously a litigation associate with Glaser Weil (2007-
24 2009), Nahai Law Group (2009-2013), and Castle & Associates (2013-2017). Mr. Wei was
25 admitted to the California State Bar on December 2, 2007 and has nearly sixteen years'
26 experience with no history of professional discipline. His requested rates are \$550/hour
27 (2018-2019), \$595/hour (2020), \$650/hour (2021), \$700/hour (2022), and \$750/hour
28 (2023).

1 40. The Real Rate Report categorizes hourly rate data across a number of different
2 metrics, including geographic location, practice area, industry, and attorney experience.
3 This data shows that, no matter how the data is sliced, counsel’s requested hourly rates are
4 reasonable under the circumstances.

5 41. For the entire population of Los Angeles area attorneys in the Real Rate Report
6 dataset—1,750 lawyers—the average (mean) partner rate for 2022 was \$863 per hour.
7 [Real Rate Report, at p. 40]. The third (upper) quartile rate was \$1,140 per hour.³ The first
8 quartile partner rate was \$550/hour, and the median Los Angeles partner rate was
9 \$825/hour. *See id.*

10 42. If the relevant population is limited to litigation attorneys in Los Angeles, the
11 average 2022 partner rate was \$799 per hour. [Real Rate Report, at p. 16]. Rates for
12 litigation partners ranged from \$516/hour (first quartile rate) to \$1,045/hour (third quartile
13 rate) with a median of \$725/hour. *See id.* For partner-level attorneys with more than 21
14 years’ experience, the average Los Angeles rate was \$863 per hour, with a \$550/hour first
15 quartile rate and a \$1,133/hour third quartile rate. [Real Rate Report, at p. 32].

16 43. The following chart summarizes the relevant Real Rate Report data for 2022.
17 (Although the 2023 Real Rate Report has not yet been published, based upon current
18 market trends and my experience with the Real Rate Report data, current rates are likely
19 around five percent higher than the 2022 rates shown here):

20

REAL RATE REPORT CATEGORY	FIRST QUARTILE (25 th percentile)	MEDIAN (50 th percentile)	THIRD QUARTILE (75 th percentile)	MEAN (average)
LA Partner	\$550/hour	\$825/hour	\$1,140/hour	\$863/hour
LA Litigation Partner	\$516/hour	\$725/hour	\$1,045/hour	\$799/hour
LA Partner (more than 21 years’ experience)	\$550/hour	\$765/hour	\$1,133/hour	\$863/hour

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28 ³ The third quartile rate is the seventy-fifth percentile rate. Thus, twenty-five percent (25%) of attorneys in
this particular dataset have an hourly rate of \$1,140 per hour or greater.

1 44. The Real Rate Report also provides rate data for associate-level lawyers, and
2 divides associate attorneys into three classes of experience for the purposes of hourly rate
3 reporting: (1) junior associates (i.e., *less than 3 years*); (2) mid-level associates (*3-7 years*);
4 and (3) senior associates (*more than 7 years*). In 2022, the median Los Angeles rate for a
5 senior associate was \$550 per hour, with a first quartile rate of \$351/hour, a third quartile
6 rate of \$840/hour, and a mean (average) rate of \$600/hour. [Real Rate Report, at p. 26].

7 45. The average rate across all Los Angeles associates, without controlling for
8 years of experience, was \$642 per hour, with a first quartile rate of \$429/hour, a median rate
9 of \$610/hour, and a third quartile rate of \$847/hour. [Real Rate Report, at p. 40].

10 46. Finally, the average (mean) 2022 rate for a Los Angeles litigation associate
11 was \$642 per hour, with a \$400/hour first quartile rate, a \$615/hour median rate, and a
12 \$855/hour third quartile rate. [Real Rate Report, at p. 16].

13 47. The following chart summarizes the relevant Real Rate Report associate rate
14 data for 2022:

REAL RATE REPORT CATEGORY	FIRST QUARTILE (25 th percentile)	MEDIAN (50 th percentile)	THIRD QUARTILE (75 th percentile)	MEAN (average)
LA Associate	\$429/hour	\$610/hour	\$847/hour	\$649/hour
LA Litigation Associate	\$400/hour	\$615/hour	\$855/hour	\$642/hour
LA Senior Associate (7 or more years of experience)	\$486/hour	\$688/hour	\$838/hour	\$649/hour

20 48. Here, if the Court were to adopt Class Counsel’s requested rates, no matter
21 how the data is sliced, counsel would be compensated with hourly rates that are slightly
22 above the median, and far below the 75th percentile. Moreover, Class Counsel’s requested
23 rates of \$550-\$750 for co-lead counsel (partners Robinson and Parker, each with more than
24 15 years’ experience) are actually in line with median (50th percentile) rates for senior
25 litigation *associates*, and far below the 75th percentile rates for both partners and associates.
26 Therefore, it is my opinion that Class Counsel’s requested hourly rates are reasonable
27 under the circumstances.
28

1 49. The hourly rates requested by counsel are also in line with hourly rates that
2 have been previously been awarded to these lawyers by trial court judges in other litigation.
3 For instance, in *Zeleny v. Becerra*, Case No. 17-cv-07357-RS (N.D. Cal.), the Honorable
4 Richard Seeborg of the Northern District for California approved hourly rates of \$800/hour
5 for Mr. Affeld, \$695/hour for Mr. England, \$595/hour for Mr. Robinson, and \$550/hour for
6 Mr. Markevitch (for work dating back to 2017).

7 50. Mr. Robinson was recently awarded an hourly rate of \$700 (plus a 1.5
8 multiplier) for an anti-SLAPP motion in *Abelyan v. Geragos, et al.*, LASC Case No.
9 19STCV40558 (affirmed by the Second Appellate District in 88 Cal.App.5th 1005 (2023)).
10 He was awarded \$645 per hour for work in 2022 in *Kidan v. Chartwell Staffing Services,*
11 *Inc.* These prior fee awards support the hourly rates requested by Class Counsel in this
12 matter.

13 51. **Court Orders Approving Declarant’s Hourly Rate Recommendations:**
14 Numerous trial courts have approved my analysis and recommendations regarding
15 reasonable hourly rates, using the same methodology and data sources referenced and used
16 in this declaration. *See, e.g., Miller v. Desert Community College District*, Riverside
17 County Superior Court Case No. PSC1904248, April 3, 2023 Order on Motion for
18 Attorneys’ Fees (adopting Stiefel’s recommended hourly rates, noting that “***the Stiefel***
19 ***declaration and recommendation is well reasoned***” and that Stiefel’s recommended rates
20 are “fair and reasonable”); *Elmy v. Related Management Co.*, Orange County Superior
21 Court Case No. 30-2019-01105181-CU-BT-CJC, April 4, 2022, Minute Order (“***the Court***
22 ***gives weight to the expert Declaration of Grant D. Stiefel on attorney fee billing***”);
23 *Association of Independent Judicial Interpreters of California v. Sup. Ct. (Orange County)*,
24 Orange County Superior Court Case No. 30-2018-01024591-CU-JR-CJC, August 11, 2020
25 Order on Motion for Attorney’s Fees (trial court “***relied on a declaration from Stiefel***” in
26 rejecting counsel’s above-market rates and awarded a “***reasonable rate... as reflected by***
27 ***the 2018 Real Rate Report***” as recommended by Declarant); *Vides v. ABM Janitorial*
28 *Services, Inc.*, Los Angeles Superior Court Case No. BC487930, March 25, 2016 Order on

1 Plaintiff’s Motion for Statutory Attorney Fees (“*the court agrees with Defendant’s expert*
2 *Mr. Stiefel* [and] *the court finds Mr. Stiefel’s declaration persuasive as to the rates*
3 *charged by comparable attorneys in Los Angeles*”); *Smith v. Related Management Co.,*
4 *L.P.*, Los Angeles County Superior Court Case No. 20STCV10686, October 31, 2022
5 Ruling on Plaintiffs’ Motion for Attorneys’ Fees (adopting Stiefel’s recommended rates);
6 *Nava vs. Related Management Company, L.P.*, Orange County Superior Court Case No.
7 30-2019-01096579-CU-BT-CJC, May 9, 2022 Minute Order (adopting Stiefel’s
8 recommended rates); *Melendez v. Los Angeles Unified School District*, Los Angeles
9 Superior Court Case No. BC635349 (same); *Riskin v. Larchmont Village Property Owners*
10 *Ass’n.*, Los Angeles Superior Court Case No. BS172934, November 21, 2019 Order on
11 Motion for Attorneys’ Fees (adopting Stiefel’s proposed hourly rates based on Real Rate
12 Report data); *Urban Pacific Construction, Inc. v. Samax Development, LLC*, Los Angeles
13 Superior Court Case No. EC051593, July 15, 2014 Order Granting Motion to Declare
14 Prevailing Parties and to Award Attorneys’ Fees (same); *Friends of the Hastain Trail v.*
15 *Coldwater Development LLC*, Los Angeles Superior Court Case No. BC469573 (August
16 30, 2013 Order on Motion for Attorneys’ Fees) (same).

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1 52. My hourly rate analysis and recommendations have also been cited, approved,
2 and adopted by arbitrators and administrative law judges. *See, e.g., Ancheta v. Verizon*
3 *Wireless*, JAMS Arbitration Case No. 1110016197 (September 29, 2015 Final Arbitration
4 Award) (adopting Stiefel’s recommended hourly rates in TCPA litigation); *Formosa v.*
5 *King’s Seafood Co., Inc.*, AAA Case No. 01-21-0004-4381 (March 17, 2022 Memorandum
6 and Order on Motion for Attorneys’ Fees and Costs) (adopting Stiefel’s recommended
7 hourly rates in PAGA litigation).

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 13th day of October 2023, at Denver, Colorado.

10 

11 _____
12 Grant D. Stiefel, Declarant

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EXHIBIT A

GRANT STIEFEL, ESQ.

ATTORNEY FEE CONSULTANT

424.223.8252



grant@litigationlimited.com



grantstiefel.com



Los Angeles CA | Denver CO



EDUCATION

UNIVERSITY OF SOUTHERN CALIFORNIA SCHOOL OF LAW

J.D. 2000

Highest Honors: Law, Language & Ethics; Copyright Law; Constitutional Law II

Honors: Constitutional Law, Professional Responsibility, Real Estate Transactions, Business Organizations, Criminal Law, Pre-Trial Advocacy; Taxation; Corporate Crime Seminar; Directed Research; Dissertation

Honors Journal: Staff Editor, *Southern California Interdisciplinary Law Journal*

Elected by Student Body: Vice-President, Student Bar Association (1998-2000), Class Representative (1997-98)

UNIVERSITY OF SOUTHERN CALIFORNIA

Psychology & Linguistics
B.A. 1994

Honors: Presidential Scholar (1990-94), National Merit Scholar (1990-94), Dean's List (1990-1994)

PROFESSIONAL EXPERIENCE

LITIGATION LIMITED

Los Angeles, California and Denver, Colorado
(2012-Present)

Grant Stiefel, Esq. is an attorney fee consultant, testifying expert and the principal of Litigation Limited, a boutique legal auditing firm. Mr. Stiefel has assisted clients and courts nationwide by providing expert trial testimony on legal fee issues, including the reasonableness of legal fees:

- Mr. Stiefel has qualified and testified as a legal fee expert in **over 130 lawsuits**, including disputes in federal and state courts, arbitrations, State Bar courts, and attorney-client fee arbitrations
- His methodology for reviewing, auditing and evaluating legal invoices has been **cited, approved and adopted by state and federal courts**
- Mr. Stiefel is a member of the California State Bar and is unique among fee experts in that he was a trial attorney for more than a decade at two of the world's largest law firms
- Because he uses **consistent, court-approved methodologies**, Mr. Stiefel is able to effectively testify on behalf of fee-seeking or fee-opposing parties

As an independent fee auditor and consultant, Grant Stiefel also assists corporate clients with the review and management of law firms and fees:

- Mr. Stiefel advises clients on the selection and management of counsel for complex, multi-jurisdictional litigation and has audited hundreds of millions of dollars in legal fees
- He helps clients develop and implement outside counsel guidelines and internal auditing procedures
- Mr. Stiefel is a California State Bar-approved continuing legal education instructor on attorneys' fees issues who has trained hundreds of executives and in-house lawyers on legal fee issues

GRANT STIEFEL, ESQ.

ATTORNEY FEE CONSULTANT

BAR ADMISSIONS

State of California (*inactive*)
Ninth Circuit Court of Appeals
Northern District of California
Southern District of California
Eastern District of California
Central District of California

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

National Association of
Legal Fee Analysts

Claims and Litigation
Management Alliance
Professional Liability Committee
Audit Committee

California State Bar
Attorney-Client Fee Arbitrator
Los Angeles County Bar Assn.
San Fernando Valley Bar Assn.

A.M. Best Certified Attorney
Fee Practice Group

California State Bar Certified
CLE Provider
Provider No. 16342

PROFESSIONAL EXPERIENCE [CONTINUED]

K&L GATES LLP

Los Angeles, California
(2004-2012)

Head of Southern California Toxic Tort Defense Practice
Senior Associate / Associate

- Headed the Southern California toxic tort defense practice for the world's fifth-largest law firm
- Counsel of record and lead trial counsel on hundreds of eight-figure personal injury and wrongful death claims
- Supervised and managed a multi-jurisdictional litigation portfolio with an aggregate settlement value of over \$3 billion
- Obtained favorable jury verdicts and dismissals as first and second chair trial counsel
- Supervised teams of lawyers and law firms across the nation as coordinating counsel for multi-jurisdictional litigation
- Reviewed millions of dollars in fees and costs on a monthly basis from dozens of law firms and offices
- Trained lawyers, paralegals and staff in ethical billing practices
- Developed custom case management, billing and calendaring systems for Fortune 500 clients
- Successfully argued dozens of motions to dismiss and motions for summary judgment in high-value cases
- Defended multi-state Attorneys General investigation
- Litigated motions for attorneys' fees
- Representative clients (as lead trial counsel/attorney of record) included Schneider Electric, Crane Co., World Wrestling Entertainment, Macquarie Bank, Samsung Electronics America, Calgon Carbon Corporation, Black Entertainment Television and TransUnion

GRANT STIEFEL, ESQ.

ATTORNEY FEE CONSULTANT

REPRESENTATIVE LAW FIRM CLIENTS

Latham & Watkins

Reed Smith

McDermott Will and Emery

Jones Day

Sidley Austin

Dykema Gossett

Orrick Herrington & Sutcliffe

Little Mendelson

Cappello & Noel

Morrison & Foerster

Buchalter

Stroock Stroock & Lavan

Vedder Price

Duane Morris

Loeb & Loeb

REPRESENTATIVE CORPORATE CLIENTS

Apple

Citibank NA

Toyota

Transamerica Corporation

Superior Courts of California

AstraZeneca Pharmaceuticals

Verizon Wireless

East West Bank

Wells Fargo

JAKKS Pacific

University of Alberta

Los Angeles Unified School District

FirBit

Sinclair Broadcasting

University of California

New Hampshire Insurance Co.

Kaiser Health

Beats by Dre

Los Angeles Times

PROFESSIONAL EXPERIENCE [CONTINUED]

AKIN GUMP STRAUSS HAUER & FELD, LLP

Los Angeles, California, 1999-2004

Associate Attorney

- Defended consumer class actions, unfair competition and antitrust claims, including California's *In re Structured Settlement Litigation*
- Drafted and argued numerous successful summary judgment motions, motions for attorneys' fees, anti-SLAPP motions, discovery motions and motions to dismiss
- Representative clients included Kia Motors, Samsung Telecommunications America, Thane International, Univar USA and Ready Pac Produce

PUBLICATIONS AND PRESENTATIONS

- "Recent Developments in Block Billing"
J.D. Supra (article)
- "Ten Things You Need to Know About Law Firm Billing"
(article, live seminars and online presentations)
- "The Client's Guide to Law Firm Billing"
HG Experts (article)
- California State Bar MCLE Presentations on Law Firm Billing
(live seminars and online presentations)
- "Analysis: John Doe No. 1 v. Patrick Cahill and Julia Cahill"
e-Commerce Law Reports, Volume 5, Issue 6
(article)

PERSONAL

Grant Stiefel lives in Colorado with his wife. Before law school, in the days of analog, he was a professional songwriter, producer and musician.

EXHIBIT B

LIST OF PRIOR TESTIMONY

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>United National Insurance Company v. Bass Underwriters</i>	State of Pennsylvania Common Law Arbitration	Expert testimony on behalf of fee-opposing party
<i>Chang & Cote v. WHPM Inc.</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Nouveau v. Disguise</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>American Express Bank v. Sobelsohn</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Wong v. HRJ Capital BD</i>	Superior Court of the State of California for the County of Santa Clara	Expert testimony on behalf of fee-opposing party
<i>SK Law Group v. PMBS</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Tallman v. CPS</i>	United States District Court for the District of Nevada	Expert testimony on behalf of fee-opposing party
<i>Kwang Kang v. Ha-Yeong Kim</i>	Honorable Seoul Central District Court (Korea)	Expert testimony regarding California law (in Korean dispute applying CA law)
<i>Garnet Analytics v. Diversified Solutions</i>	United States District Court for the District of Connecticut	Expert testimony on behalf of fee-opposing party
<i>Rodriguez v. Arter</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Sheikh v. East West Bank</i>	United States District Court for the District of Central District of California	Expert testimony on behalf of fee-opposing party
<i>Hunter v. Fisher</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Urban Pacific Construction v. Samax Development</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Kern Water Bank Authority v. Grayson Service</i>	Superior Court of the State of California for the County of Kern	Expert testimony on behalf of fee-opposing party
<i>Kirk v. First American Title Company</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Cuevas v. Mortgage Capital Partners</i>	ADR Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party
<i>F&F LLC v. East West Bank</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Chavarra v Benihana National Corp.</i>	United States District Court for the District of California	Expert testimony on behalf of fee-seeking party
<i>Kuba v. Fairclough</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Oliver v. Astrazenca Pharmaceuticals</i>	United States Court of Appeals for the Ninth Circuit	Expert affidavit on behalf of fee-seeking party
<i>Schweitzer v. Post Advisory Group</i>	AAA Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Kwang Kang v. Sunsa Kim</i>	Seoul Central District Court (Korea)	Expert testimony regarding California law (in Korean dispute applying CA state law)
<i>Hehir v. Kim</i>	Superior Court of the State of California for the County of Los Angeles	Expert trial testimony on behalf of fee-opposing party
<i>Balle v. Ross</i>	State Bar of Nevada Attorney-Client Fee Arbitration	Expert testimony on behalf of fee-opposing party
<i>Gallimore v. Kaiser Foundation Health Plan</i>	Superior Court of the State of California for the County of Alameda	Expert testimony on behalf of fee-opposing party
<i>Ancheta v. Verizon Wireless</i>	JAMS Arbitration (San Jose)	Expert testimony on behalf of fee-opposing party
<i>Anhing v. Thuang Phong Company</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-seeking party
<i>Jones v. Wells Fargo</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-seeking party
<i>Vides v. ABM Janitorial Services</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Flores v. AHMC Monterey Park Hospital</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Investors Warranty of America v. Chicago Title Insurance Company</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-seeking party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Gateway Bank v. Metaxas</i>	Superior Court of the State of California for the County of San Mateo	Expert testimony on behalf of fee-seeking party
<i>Paskenta Band of Nomlaki Indians v. Crosby</i>	United States District Court for the Eastern District of California	Expert testimony on behalf of fee-seeking party
<i>McLaughlin v. Wells Fargo Bank</i>	United States District Court for the Northern District of California	Expert testimony on behalf of fee-opposing party
<i>John Russo Industrial Sheetmetal Inc. v. City of Los Angeles Department of Airports et al.</i>	Superior Court of the State of California for the County of San Mateo	Expert testimony on behalf of fee-opposing and fee-seeking party
<i>Flores v. Brown</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-seeking party
<i>Blanda v. Martin & Seibert</i>	United States District Court for the Southern District of West Virginia	Expert testimony on behalf of law firm in whistleblower suit/federal investigation
<i>Natural-Immunogenics v Newport Trial Group</i>	United States District Court for the Southern District of California	Expert testimony on behalf of fee-opposing party
<i>Buckley v. Penny Mac</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Morton v. First American Title Insurance Company</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Maus v. Tamraz</i>	Los Angeles County Bar Association Attorney-Client Fee Arbitration	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Dignity Health v. LA Care Health Plan</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Civic Financial Services v. Torres</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-opposing party
<i>Precision Industrial v. New Hampshire Insurance Company</i>	United States District Court for the Western District of Washington	Expert testimony on behalf of fee-opposing party
<i>Jibe Audio v. Iovine</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Brown v. Gilles</i>	ADR Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party
<i>JFK Memorial Hospital v. Access Nurses</i>	Superior Court of the State of California for the County of Riverside	Expert testimony on behalf of fee-seeking party
<i>MMM Holdings v. Reich</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-opposing party
<i>Carone v. Wooley</i>	Santa Barbara County Bar Association Mandatory Fee Arbitration	Expert testimony on behalf of fee-opposing party
<i>Morales v. Bridgestone</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-opposing party
<i>Brickman v. FitBit</i>	United States District Court for the Northern District of California	Expert testimony on behalf of fee-opposing party
<i>LegalForce v. Papiz</i>	JAMS Arbitration (Los Angeles)	Expert trial testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Lombardi v. Lombardi</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Navarro v. Hudson</i>	Superior Court of the State of California for the County of Riverside	Expert testimony on behalf of fee-opposing party
<i>Melendez v. Los Angeles Unified School District</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Department of Fair Employment & Housing v. M&N Financing Corp.</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Mills v. Melone</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>In re Estate of Thomas</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-opposing party
<i>LegalForce v. LegalZoom</i>	AAA Arbitration (San Francisco)	Expert testimony on behalf of fee-opposing party
<i>Riskin v. Larchmont Property Association</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Correia v. Peak Campus California</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Pintsopoulos vs. WestPark Capital Inc.</i>	FINRA Arbitration (Florida)	Expert trial testimony on behalf of fee-opposing party
<i>Coffee+Food LLC v. Leonian</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Aetna v. KCC Class Action Services</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Canizales v. The Pep Boys - Manny Moe & Jack of California</i>	AAA Arbitration (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>Casillas v. Workforce Solutions</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Association of Independent Judicial Interpreters of California v. Superior Court of California for Orange County</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Chavez v. Lifetech Resources</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Skylight Advisors v. Zephyr Investment</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Woodall v. Woodall</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-opposing party
<i>Taggares v. Burrows</i>	JAMS Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party
<i>Joseph Aleem & Slovak v. Zaffuto</i>	Los Angeles County Bar Association Mandatory Fee Arbitration	Expert trial testimony on behalf of fee-seeking party
<i>Blum Collins v. Sasson</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Edwards v. RMO</i>	Los Angeles County Bar Association Mandatory Fee Arbitration	Expert testimony on behalf of fee-seeking party
<i>In re Williams Family Trust</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-seeking party
<i>Air Combat USA v. O'Reilly</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-seeking party
<i>North American Title Insurance Company v. Napean Capital Group</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Fernandez v. Arm & J</i>	ADR Arbitration (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>In re Allyne L. Urick Trust</i>	Superior Court of the State of California for the County of Orange	Expert trial testimony on behalf of fee-seeking party
<i>Kithas v. Dworken & Bernstein</i>	AAA Arbitration (Ohio)	Expert trial testimony on behalf of fee-seeking party
<i>Lieberg v. Kanter</i>	Superior Court of the State of California for the County of Riverside	Expert testimony on behalf of fee-seeking party
<i>Rueda v. Pacquiao</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Colliers v. Mattress Firm</i>	United States District Court for the Northern District of Georgia	Expert testimony on behalf of fee-opposing party
<i>Simerly v. Children's Hospital of Los Angeles</i>	Signature Resolution Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>In re Mark Hughes Family Trust</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Anabi Oil Corp. v. IFuel</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Gerardi v. Redlands Ford</i>	AAA Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party
<i>HK v. United Teachers Los Angeles</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Formosa v. King's Seafood</i>	AAA Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party
<i>In re Cahill</i>	Texas District Court 451st Judicial District (Kendall County, Texas)	Expert testimony on behalf of fee-opposing party
<i>Lloyds Underwriters v. Zillow</i>	Superior Court of the State of California for the County of San Francisco	Expert testimony on behalf of fee-seeking party
<i>Scofield v. Superior Court of California for the County of Santa Clara</i>	Superior Court of the State of California for the County of Santa Clara	Expert testimony on behalf of fee-opposing party
<i>Winter v. El Camino Community College</i>	State of California Public Employment Relations Board	Expert testimony on behalf of fee-opposing party
<i>Bond v. QVC</i>	Signature Resolution Arbitration (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>Elmy v. Related Management</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Griffith v. Related Management</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Mendes v. Stonermor</i>	JAMS Arbitration (San Francisco)	Expert testimony on behalf of fee-opposing party
<i>Nava v. Related Management</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Simers v. Los Angeles Times</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Gardner v Abode Communities</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Carter v Abode Communities</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Government Accountability & Oversight v Regents of the University of California</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Drakeford v. Capital Benefit</i>	United States District Court for the Northern District of California	Expert testimony on behalf of fee-opposing party
<i>Glaser Weil v. Bulochnikov</i>	JAMS Arbitration (Los Angeles)	Expert deposition testimony on behalf of fee-opposing party
<i>Samms v. Bridgestone</i>	AAA Arbitration (Los Angeles)	Expert testimony on behalf of fee-opposing party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Cappello & Noel v. Rubin</i>	JAMS Arbitration (Los Angeles)	Expert deposition testimony on behalf of fee-seeking party
<i>Martin v. Toyota Motor Credit Corp.</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Smith v. Abode</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Reyes v. Dunbar Armored</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Save Mount Diablo v. City of Pittsburg</i>	Superior Court of the State of California for the County of Contra Costa	Expert testimony on behalf of fee-opposing party
<i>Doe v. Commission on Professional Competence</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Woods v. Related Management Company</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Pappas v. State Coastal Conservatory</i>	Superior Court of the State of California for the County of Santa Barbara	Expert testimony on behalf of fee-opposing party
<i>Doe v. Torrance Unified School District</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Nevis Two LLC v. Farmers Insurance</i>	Superior Court of the State of California for the County of Riverside	Expert testimony on behalf of fee-seeking party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Menlo v. Big Lots Stores, et. al.</i>	Superior Court of the State of California for the County of San Diego	Expert testimony on behalf of fee-opposing party
<i>Hoang v. Hoang</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-seeking party
<i>Menlo v. Big Lots Stores, et. al.</i>	Superior Court of the State of California for the County of San Diego	Expert testimony on behalf of fee-opposing party
<i>Martin v. Inland Urology Medical Group</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>In re Kanter</i>	United States Bankruptcy Court for the Central District of California	Expert testimony on behalf of fee-seeking party
<i>Shahbazian v. CVS RX Services</i>	American Arbitration Association (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>Cruz v. Orange County Sanitation District</i>	Superior Court of the State of California for the County of Orange	Expert testimony on behalf of fee-seeking party
<i>Thomas v. Security Industry Specialists, Inc.</i>	American Arbitration Association (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>Newborn v. City of Santa Clarita</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>Nayback v. FM Restaurants HQ, et. al.</i>	JAMS Arbitration (Los Angeles)	Expert testimony on behalf of fee-seeking party
<i>Newborn v. City of Santa Clarita</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party

CASE NAME	COURT/PANEL	NATURE OF TESTIMONY
<i>Wilson Elser v. SRCC Associates LLC, et. al.</i>	AAA Arbitration (San Francisco)	Expert testimony on behalf of fee-seeking party
<i>United States of America (Thrower) v. Academy Mortgage Corp.</i>	United States District Court for the Northern District of California	Expert testimony on behalf of fee-opposing party
<i>Fowler v. Jensen Meat Co.</i>	Superior Court of the State of California for the County of San Diego	Expert testimony on behalf of fee-seeking party
<i>Heidari v. Sweeney, et. al.</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-seeking party
<i>ViacomCBS v. Great Divide Insurance Co.</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Barragan v. Ace Industrial Supply, Inc.</i>	Judicate West Arbitration Los Angeles	Expert testimony on behalf of fee-seeking party
<i>ViacomCBS v. Great Divide Insurance Co.</i>	United States District Court for the Central District of California	Expert testimony on behalf of fee-opposing party
<i>Enenstein v. Hankey</i>	Superior Court of the State of California for the County of Los Angeles	Expert testimony on behalf of fee-opposing party
<i>Bertoia v. Payton</i>	Denver District Court for the State of Colorado	Expert testimony on behalf of fee-opposing party

EXHIBIT C



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
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Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
		Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
	Non-Litigation	Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Las Vegas NV	Associate	15	\$250	\$308	\$361	\$314	\$313	\$283
	Partner	16	\$215	\$250	\$311	\$271	\$260	\$287
Little Rock AR	Associate	17	\$150	\$150	\$185	\$173	\$171	\$188
	Partner	743	\$550	\$825	\$1,140	\$863	\$844	\$796
Los Angeles CA	Associate	1007	\$429	\$610	\$847	\$649	\$676	\$618
	Partner	22	\$265	\$325	\$360	\$326	\$343	\$339
Louisville KY	Associate	20	\$196	\$248	\$271	\$240	\$232	\$232
	Partner	11	\$378	\$425	\$535	\$447	\$426	\$437
Madison WI	Partner	30	\$290	\$359	\$425	\$365	\$349	\$354
Memphis TN	Associate	156	\$271	\$387	\$476	\$393	\$379	\$372
	Partner	214	\$364	\$528	\$688	\$542	\$535	\$504
Miami FL	Associate	23	\$265	\$290	\$361	\$312	\$310	\$300
	Partner	36	\$290	\$375	\$464	\$448	\$449	\$448
Milwaukee WI	Associate	168	\$454	\$626	\$728	\$611	\$576	\$543
	Partner	23	\$265	\$290	\$361	\$312	\$310	\$300
Minneapolis MN	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543

TAB O

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DECLARATION OF ELLIOTT N. TIOMKIN

I, Elliott N. Tiomkin, declare:

1. I am an attorney duly licensed to practice in the State of California. I have personal knowledge of the facts below and could and would testify competently to these facts if called upon to do so. I submit this declaration in support of the Motion of Plaintiffs Xin Chen, Brian Chiang, and Kierney Waldron (collectively, "Plaintiffs") for Approval of Attorney Fees, Litigation Expenses, and Service Awards.

2. I am familiar with the legal market in Southern California and the hourly rates charged by attorneys in the area. I have been a practicing attorney in Los Angeles since 2006. I have significant experience in litigation and dealing with peer firms. I am also a member of several bar organizations and have discussed hourly rates with colleagues in various practices. I have also made and opposed many fee applications over the years. As a member of the Los Angeles Courts ICDA panel, I have routinely made fee applications in criminal matters. I have also served as a Temporary Judge for the Los Angeles Superior Court.

3. I retained Damion Robinson to represent me personally in a lawsuit styled *Armen Abelyan v. Mark Geragos, et al.*, L.A. Superior Court Case No. 19STCV40558, Second District Court of Appeal No. B310626. I was plaintiff's counsel in that matter. In 2020, the defendants filed a Cross-Complaint against my client, Mr. Abelyan, and me. I engaged Mr. Robinson to represent me on a Special Motion to Strike (Anti-SLAPP Motion) and the subsequent appeal filed by the opposing party.

4. I acted as counsel for Mr. Abelyan both in the Anti-SLAPP proceedings and on appeal and worked closely with Mr. Robinson from 2020 through 2023. Ultimately, both my client and my firm were awarded attorney fees and costs, both below and on appeal. Thereafter, the Court granted fee applications, affirming Mr. Robinson's and my hourly fees. Thus, I am familiar with Mr. Robinson's qualifications and his work quality.

1 5. I have reviewed the hourly rates submitted by Mr. Robinson in this matter:

2 2018-2019: \$550.00 per hour

3 2020: \$595.00 per hour

4 2021: \$650.00 per hour


5 2022: \$700.00 per hour

6 2023: \$750.00 per hour

7 6. Based on my experience and my work with Mr. Robinson in the *Abelyan* case, it is
8 my opinion that these rates are fair, reasonable, and well within the market range for Southern
9 California. It is also my opinion that these rates are on the low end of a reasonable range for Mr.
10 Robinson's services.

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

13
14 Dated: October 11, 2023



15
16 Elliott N. Tiomkin

TAB P

1 JIMMIE DAVIS PARKER (SBN 252023)
LAW OFFICE OF JIMMIE DAVIS PARKER, APC
2 7812 Wing Flight Court
San Diego, California 92119
3 JDParker@gmail.com
619-887-3300

4 Attorneys for Plaintiffs Kierney Waldron and the Class and Subclasses
5

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

9 XIN CHEN, an individual; and BRIAN
10 CHIANG, an individual; individually and on
behalf of all others similarly situated;

11 Plaintiffs,

12 vs.

13 GHP MANAGEMENT CORPORATION, a
14 California corporation, *et al.*

15 Defendants.
16

Case No.: BC 713402

(Related Case No. 19STCV03833)

Assigned for All Purposes to:
The Hon. Elihu M. Berle, Dept. 6

**DECLARATION OF KIERNEY WALDRON
IN SUPPORT OF SETTLEMENT
APPROVAL AND SERVICE AWARD**

Action Filed: July 13, 2018
Trial Date: None Set
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1 **DECLARATION**

2 I, KIERNEY WALDRON, declare:

3 1. I am a resident of the State of California, am over 18 years of age, and am competent
4 to make this Declaration. I am a named plaintiff and representative of the certified class and
5 subclasses in the above-entitled action. I have personal knowledge of the facts below and could
6 and would testify competently to these facts if required.

7 2. I lived at the DaVinci apartment complex through May 16, 2018. I submitted a
8 \$600 security deposit. Upon my move out, Defendants refunded \$253.15 of my deposit but did
9 not provide any documents substantiating the amounts charged. The amounts withheld from the
10 deposit for asserted repair and cleaning charges exceeded \$125.00.

11 3. I was informed of my duties as a class representative, including my fiduciary duties
12 to act in the best interest of absent class members, and understand those duties. I agreed to serve
13 as a class representative in this matter generally, and in connection with the proposed settlement,
14 and voluntarily undertake the duties as a class representative.

15 4. I reviewed the Class Action Settlement Agreement and Release dated as of June 29,
16 2023 with counsel. I understood the material terms thereof and believe it to be in the best interest
17 of the class. I submitted a declaration in support of preliminary and final approval of the Class
18 Action Settlement Agreement and Release and the settlement reflected therein.

19 5. Throughout the litigation, I have kept apprised of the status and significant
20 developments in this case throughout the five-plus years it has been pending, including relevant
21 litigation steps and the status of settlement discussions. I have spent hours consulting with counsel
22 about case developments and settlement negotiations over these five years.

23 6. I responded to comprehensive written discovery, including Form Interrogatories
24 (General), Special Interrogatories (88 total), and two sets of Requests for Production (41 total).

25 7. I sat for a deposition in this matter on May 27, 2021. In advance of the
26 deposition, I had multiple preparation sessions with counsel for several hours and spent time
27 reviewing documents and materials provided by counsel.

28 8. I have also actively participated in settlement negotiations in this case.

1 I then reviewed and approved the material
2 terms of each iteration of the settlement, as well as various settlement demands, including (a) in
3 December 2021 before accepting Defendants’ settlement proposal; (b) in January 2022 before
4 entering the settlement “Term Sheet”; (c) in May 2022 when counsel negotiated the initial “long
5 form” Class Action Settlement Agreement and “Addendum No. 1” thereto; (d) in May and June
6 2023 when counsel negotiated a further Class Action Settlement Agreement; and (e) in August
7 2023 when the parties proposed “Addendum No. 1” to the modified settlement. I was also kept
8 apprised of the developments with the initial settlement, consulted with counsel, and approved of
9 counsel withdrawing from the original settlement in July 2022.

10 9. All told, I have spent many hours over the past five-plus years participating in the
11 prosecution of this lawsuit.

12
13 Dated: October 12, 2023

by AdobeSign
Verification
follows
Kierney Waldron
Kierney Waldron

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Signature: 
Kierney Waldron (Oct 12, 2023 14:51 PDT)

Email: kierneywaldron@yahoo.com







Declaration of Waldron

Final Audit Report

2023-10-12

Created:	2023-10-12
By:	Jimmie Parker (JDParker@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi98t3N4fSUj55h6AJ3DCWPHT5a7NJ-nM

"Declaration of Waldron" History

-  Document created by Jimmie Parker (JDParker@gmail.com)
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TAB Q

1 **DECLARATION OF EDWARD L. WEI**

2 I, Edward L. Wei, declare:

3 1. I am an attorney duly licensed to practice in the State of California. I have personal
4 knowledge of the facts below and could and would testify competently to these facts if called upon
5 to do so. I submit this declaration in support of the Motion of Plaintiffs Xin Chen, Brian Chiang,
6 and Kierney Waldron (collectively, "Plaintiffs") for Approval of Attorney Fees, Litigation
7 Expenses, and Service Awards.

8 2. I was the attorney responsible for initiating this case in 2018, including working with
9 two potential class representatives, Xin Chen and Brian Chiang, to develop the case and conducting
10 pre-filing factual investigation. I worked with co-counsel on the pleadings, motions filings, written
11 discovery including responding to Defendants' extensive written discovery, preparing our clients
12 for depositions, attending mediations, reviewing and analyzing discovery items produced by
13 Defendants, devising legal strategy including assisting with obtaining class certification, engaging
14 in settlement discussions, and providing updates to our clients and keeping them informed of
15 material developments in the action.

16 3. I have been a practicing attorney in California for almost 16 years. I graduated from
17 U.C. Davis with a Bachelor of Arts (B.A.) in Political Science in 2002 and from UCLA School of
18 Law in 2007. I was an associate at Glaser Weil LLP (formerly Christensen Glaser Fink Jacobs Weil
19 & Shapiro LLP) from 2007-2009, an attorney with Nahai Law Group from 2009-2013, and an
20 attorney with Castle & Associates from 2013-2017. The vast majority of my practice experience at
21 these law firms involved litigation including working on trials and arbitrations. In 2017, I joined a
22 realty investment firm as in-house counsel and am currently a Vice President and Senior Corporate
23 Counsel.

24 4. I am readily familiar with the rates charged by attorneys in the Southern California
25 legal market. In addition to my prior experience as a litigator, a large part of my present work
26 involves supervising outside counsel in litigation matters in California and throughout the United
27 States including, without limitation, New York, Texas, Florida, Pennsylvania, Michigan, Ohio,
28 New Jersey, Washington, and Georgia. One of my primary responsibilities as in-house counsel

1 involves directly interviewing outside counsel for litigation engagements and for negotiating and
2 approving engagement agreements, including billing rates, as well as reviewing and approving all
3 fee invoices and cost bills received by my company for litigation matters.

4 5. It is my opinion that the following rates are reasonable rates for my time in this matter
5 and are consistent with the market range for attorneys of similar experience and qualification:

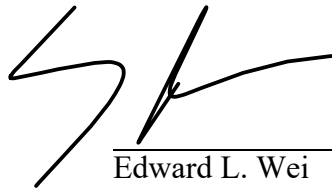
6	2018-2019:	\$550.00 per hour
7	2019-2020:	\$595.00 per hour
8	2021-2022:	\$650.00 per hour
9	2023:	\$700.00 per hour

10 6. I have also reviewed the fee rates of co-counsel and find the rates to be reasonable
11 and well within the prevailing rates in the Southern California legal market.

12 7. Attached as **Exhibit 1** is an accurate summary of my time in this matter. I have
13 exercised billing discretion in preparing this summary, and have omitted numerous billable matters,
14 such as routine conferences among counsel and telephone calls.

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

17
18 Dated: October 13, 2023



Edward L. Wei

EXHIBIT 1

TIMEKEEPER Edward Wei

2018	Hours		
May	4.0		
June	18.9		
July	5.3		
August	1.4		
September	-		
October	3.1		
November	-		
December	2.8		
Total	35.5		
Rate	550.00	Fees	19,525.00

2019	Hours		
January	5.7		
February	3.5		
March	4.1		
April	-		
May	-		
June	-		
July	14.9		
August	-		
September	-		
October	0.7		
November	-		
December	-		
Total	28.9		
Rate	550.00	Fees	15,895.00

2020	Hours		
January	-		
February	6.0		
March	1.3		
April	0.3		
May	0.3		
June	-		
July	-		
August	-		
September	-		
October	-		
November	-		
December	-		
Total	7.9		
Rate	595.00	Fees	4,700.50

2021	Hours
January	-
February	0.5

March	7.0
April	6.3
May	16.0
June	0.5
July	2.6
August	2.5
September	-
October	1.3
November	4.9
December	1.5
Total	43.1
Rate	650.00
Fees	28,015.00

2022	Hours
January	0.3
February	7.5
March	1.8
April	5.1
May	8.0
June	2.5
July	9.5
August	-
September	2.3
October	0.5
November	1.3
December	0.7
Total	39.5
Rate	650.00
Fees	25,675.00

2023	Hours
January	2.1
February	1.3
March	2.9
April	-
May	-
June	4.4
July	0.7
August	6.5
September	2.1
October	3.2
Total	23.2
Rate	700.00
Fees	16,240.00

TOTAL HOURS	178.1
TOTAL FEES	\$110,050.5