

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: December 13, 2023  
Time: 9:00 a.m.  
Dept.: 6 (Spring Street)

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 of apartment  
25 buildings or complexes owned or managed by Defendants, or any of  
26 them, during 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).

27 The Settlement Class excludes the following: Any persons who were evicted; Any persons  
28 who have previously settled their claims with Defendants; The Court and its staff; Defendants

1 and their affiliates; any person employed by any Defendant during the Class Period; and minors  
2 and other persons not party to a lease with Defendants. Members of the Settlement Class who  
3 filed timely and proper requests for exclusion from the Settlement Class are hereby excluded  
4 from the definition of Settlement Class.

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

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

1 limited liability companies, companies, divisions, representatives, employees, agents, attorneys,  
2 insurers, vendors, third party managers, predecessors, successors and assigns.

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

12       **B.       Compliance with Agreement**

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

17       **C.       Releases**

18       Upon the making of the First Settlement Payment as provided in the Agreement, each  
19 member of the Settlement Class is adjudged to have released each of the Defendant Released Parties  
20 from all actions, claims, demands, rights, suits, and causes of action alleged in the First Amended  
21 Complaint in Case No. BC713402 and the Complaint in Case No. 19STCV03833 as provided in the  
22 Agreement and Addendum No. 1 thereto. The release includes only those claims and causes of  
23 action accruing during the Class Period. This release does **not** include claims for personal injury or  
24 wrongful death.

25       Each of the Defendant Released Parties is adjudged to have released, effective as of the date  
26 of the making of the First Settlement Payment, each member of the Settlement Class from any and  
27 all actions, claims, demands, rights, suits, and causes of action of the Defendant Released Parties, of  
28 whatever kind, whether known or unknown, against the members of the Settlement Class, for

1 physical damages (including, without limitation, assessed charges for apartment cleaning, painting,  
2 carpet cleaning and/or carpet replacement), fees and/or other amounts that Defendants contend are  
3 owed under the lease agreements entered into by members of the Settlement Class at a GHP Property  
4 during period of July 13, 2014 through June 30, 2022, excluding claims by Defendants for Unpaid  
5 Rent and Utilities, as defined in the Agreement.

6 **D. Forward Looking Relief**

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

10 Defendants shall:

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

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

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

24 **E. Settlement Approval Order**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**F. 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