

CAUSE NO. 2018-02263

KEITH JEROME AND AKIRA JEROME,	§	IN THE DISTRICT COURT
for themselves and all	§	
others similarly situated,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	OF HARRIS COUNTY, TEXAS
V.	§	
	§	
ELAN 99, LLC,	§	
	§	
<i>Defendant.</i>	§	55th JUDICIAL DISTRICT

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

This matter came on for hearing on April 5, 2019, at 10:00 a.m. in the Courtroom of the 55th Judicial District Court of Harris County, Texas. The Court has considered the Parties’ Settlement Agreement, first submitted for preliminary approval on November 30, 2018, the Motion for Final Approval and Entry of Final Judgment, the Motion for Award of Attorney Fees and Incentive Award to Class Representative, the Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) and other documents filed related to the Settlement, all matters raised and evidence presented at the time of the hearing, any objections or comments received regarding the Settlement, the record in the Action, and all oral arguments presented to the Court. Good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action and all Parties to the Action, including all Participating Class Members.
3. The Court approves the Settlement as set forth in the Settlement Agreement and

finds that the Settlement is in all respects fair, reasonable, and adequate; meets all of the requirements under Rule 42 of the Texas Rules of Civil Procedure; and was reached in good faith following arms-length negotiations between the Parties.

4. The Settlement Agreement, this Order or any part of the Settlement are not admissions of liability or fault by Defendants or the Released Parties, or a finding of the validity of any claims in the Action or any wrongdoing or violation of law by Defendants or the Released Parties. Neither this Order, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by Defendants, the Released Parties, or any of them. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Agreement, this Order or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

5. No objections to the Settlement and Agreement have been made.

6. Pursuant to Rule 42(c) of the Texas Rules of Civil Procedure, the Court certifies the following Settlement class:

a. All persons, who, during the Class Period, (i) were residential tenants of Elan 99 West Apartments under written leases where Defendant served as an owner or landlord and (ii) were assessed late fees on past due rent.

b. The “Class Period” means the period of time from November 1, 2016 and continuing to January 8, 2018.

c. The Class excludes the following persons:

- (i) the judge(s) assigned to this case and his or her staff;
- (ii) governmental entities;
- (iii) Defendant and the Released Parties, including but not limited any Greystar Real Estate Partners entity, including but not limited to GREP South, LP, and GS Elan 99 Holdings, LLC;
- (iv) persons adjudged to be bankrupt; and

- (v) persons who have previously released Defendant of the claims raised by this case.

7. Pursuant to Rule 42(c)(3), the Settlement class shall consist of all Class Members who did not timely and validly exclude themselves from the Settlement and are thereby bound by this Order. The evidence presented shows that no Class Members have excluded themselves from this Settlement.

8. The Court finds that the requirements of Rule 42 of the Texas Rules of Civil Procedure have been satisfied.

9. The distribution of the Class Notice Forms constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 42 of Texas Rules of Civil Procedure, the requirements of due process, and any other applicable law.

10. The Court approves Plaintiffs Keith Jerome and Akira Jerome as the Class Representatives.

11. In accordance with the terms of the Preliminary Approval Order and the Agreement, Defendants shall cause to be deposited by wire transfer with the TPA class settlement funds totaling \$75,000, an amount sufficient to cover all payments to the Participating Class Members and to pay the TPA fees that exceed \$5,000. Settlement checks shall be mailed to all Participating Class Members in accordance with the Agreement.

12. In accordance with the terms of the Preliminary Approval Order and the Agreement, an enhancement award of \$2,500 to be paid to Plaintiffs is appropriate in recognition of the time and effort spent by Plaintiffs as the class representatives and for serving the interests of the Class Members. The Court approves a \$2,500 donation to the Salvation Army to be paid by Defendants. In accordance with the terms of the Preliminary Approval Order and the Agreement, an amount of \$5,000 shall be paid to the TPA for their time and expense in administering the notice and payment program.

13. Having considered the factors set forth in Rule 42(g), the Court finds that Class Counsel are properly appointed to represent the Participating Class Members and they have fairly and adequately represented the Class Members for purposes of entering into and implementing the Settlement.

14. In accordance with the terms of the Preliminary Approval Order and the Agreement, an award of costs and attorneys fees in the amount of \$67,500 is to be paid to Class Counsel, and the Court finds that amount is reasonable, fair and appropriate to compensate Class Counsel for the time and effort spent to investigate, file, litigate and settle the Action. Such an award meets the requirements of Rule 42(h) and (i).

15. In accordance with the Agreement, the Plaintiffs and all Participating Class Members are conclusively deemed to have acknowledged and agreed that:

(a) For Plaintiffs, the released claims are any and all claims, obligations, causes of actions, actions, demands, rights, and liabilities of every kind, nature and description, including penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief under any state statute, federal statute or common law theory, whether known or unknown, contingent or non-contingent, whether anticipated or unanticipated, arising prior to the Final Approval Date.

(b) For Participating Class Members the released claims are: any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, including penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief under any state statute, federal statute or common law theory, whether known or unknown, contingent or non-contingent, whether anticipated or unanticipated, arising prior to the Final Approval Date, which were pled in the Action or could have been pled in the Action that relate to rent late fees, including, without

limitation, all claims under TEX. PROP. CODE § 92.019.

(c) The Plaintiffs and all Participating Class Members release all such released claims against Defendant any and all of the Released Parties, as that term is defined in the Settlement Agreement.

16. Upon the Effective Date, Plaintiffs and all Participating Class Members are permanently barred and enjoined from initiating, asserting and/or prosecuting any released claims against any and all Released Parties in any court or any forum.

17. The Court hereby dismisses with prejudice the Action, and all released claims against any and all Released Parties and without costs to any of the Parties as against the others.

18. Without affecting the finality of this Order, the Court reserves jurisdiction over the implementation, administration and enforcement of the Settlement and this Order, and all matters ancillary thereto.

19. The Court finds that no reason exists for delay in ordering final approval, and the clerk is hereby directed to enter this Order forthwith. This Order is final for purposes of appeal.

20. The Parties are hereby authorized without needing further approval from the Court, to agree to and adopt such modifications and expansions of the Settlement Agreement, including without limitation, the forms to be used in the process of distributing settlement payments, which are consistent with this Order and do not limit the rights of the Participating Class Members under the Settlement Agreement.

21. Any objections to the Settlement and approval of the Settlement are without merit and expressly overruled.

22. All other relief not expressly granted to Plaintiffs and all Participating Class Members is denied.

Signed on this ____ day of April, 2019.

THE HONORABLE LATOSHA LEWIS PAYNE