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SAN LUIS OBISPO SUPERIOR COURT
BY: M. Landrum
M. Landrum, Deputy Clerk

5 *Attorneys for Plaintiff and the Class*

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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN LUIS OBISPO
10 UNLIMITED JURISDICTION
11

12 CAMERON GEEHR, individually and on
behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 HOME SWEET HOME, LLC, a California
16 limited liability company; JOHN P.
17 WALSH; ASSET CAMPUS HOUSING,
18 INC., a Texas corporation; and DOES 1-
10, inclusive,

19 Defendants.

CASE NO.: 17-CV-0629
DEPT.: 9
JUDGE: Honorable Tana L. Coates

**DECLARATION OF STEPHEN M.
HAUPTMAN IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS COUNSEL'S
ATTORNEY FEES AND LITIGATION
COSTS**

*[Filed concurrently with Motion and [Proposed]
Order]*

Date: March 6, 2019
Time: 9:00 a.m.
Dept.: 9

FILE DATE: November 27, 2017
TRIAL DATE SET: No Date Set

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23 **DECLARATION OF STEPHEN M. HAUPTMAN**

24 I, Stephen M. Hauptman, declare and state as follows:

25 1. I am an attorney duly licensed to practice law in the State of California and a
26 partner at the law firm of Newmeyer & Dillion LLP ("N&D"), counsel of record for Plaintiff
27 Cameron Geehr ("Plaintiff") and Court-appointed counsel for the settlement class (collectively,
28 the "Class"). I make this declaration in support of the Motion for Approval of Class Counsel's

1 Attorney Fees and Litigation Costs.

2 2. I have personal knowledge of the matters stated herein, and if called as a witness, I
3 could and would testify competently thereto. I am familiar with the nature of this action, the
4 pleadings filed therein, N&D's work representing Plaintiff and the Class, and the terms of the
5 parties' class action settlement.

6 3. The Court recently granted preliminary approval of the class action settlement in
7 this matter, which provides, among other things, the creation of a settlement fund by Defendants
8 Home Sweet Home, LLC and Asset Campus Housing, Inc. ("Defendants") in the amount of
9 \$700,000 for partial reimbursement of rents paid by each of the members of the Class. Such
10 individual payments will amount to between roughly \$68 and \$1,600 going to likely in excess of
11 500 student tenants of the apartment community located at 1050 Foothill Boulevard, San Luis
12 Obispo, California 93405 ("The SLO"). The Court has also approved the appointment of N&D as
13 counsel for the class for purposes of the settlement, and the underlying settlement agreement
14 provides that Defendants shall not object to an award of fees and costs to N&D up to \$150,000.

15 4. N&D has devoted significant time and effort investigating the factual and legal
16 bases for the claims of the Class, even well before the complaint in this case was filed. These
17 efforts continued after formal initiation of the class action, through discovery and negotiations
18 with Defendants, and culminated in the resolution of this lawsuit by way of settlement.

19 5. N&D performed substantial preliminary investigation into the City of San Luis
20 Obispo's issuance of "Stop Work" notices and a "Notice of Violation" to The SLO in or about
21 September 2017. N&D agreed to pursue this matter on behalf of Plaintiff and the Class on a
22 contingency basis, and the class action complaint detailing the allegations in this lawsuit was
23 prepared and filed in this Court in November 2017. Over the following months, N&D
24 interviewed many student tenants, as well as their parents, cataloguing the conditions and
25 construction activities at The SLO. Such efforts on the part of N&D were critical to determining
26 the true facts in this matter from the perspective of the student tenants and their families.

27 6. Although liability was (and remains) contested by Defendants, counsel for the
28 parties stipulated to stay formal discovery at the outset, electing instead to voluntarily share

1 information and conduct an early mediation. Counsel for the parties also collaborated on the
2 preparation of a survey to be distributed to The SLO's student tenants in order to determine the
3 scope and type of issues experienced by each prospective class member. N&D conferred with an
4 experienced construction expert, and arranged for a joint on-site inspection of The SLO as part of
5 its informal discovery into the claims in this action. N&D also issued a subpoena to the City's
6 Community Development Department, obtaining key information regarding The SLO and the
7 communications between Defendants and City officials.

8 7. Following the completion of the tenant survey and the on-site inspection, as well
9 as other informal investigation and analyses as referenced above, the parties participated in a day-
10 long, in-person mediation with the experienced mediator Honorable Gail Andler (Ret.) in June
11 2018. As a result of mediation, the parties entered into a proposed settlement. The initial terms
12 of the settlement were memorialized in a term sheet signed by counsel for the parties. Thereafter,
13 the parties negotiated and executed a formal class action settlement agreement, and prepared and
14 submitted a joint motion for preliminary approval, which included the notice, claim form and
15 procedures to be utilized in providing notice to the members of the Class and administering the
16 terms of the settlement. Counsel for the parties appeared at the hearing on the motion on
17 November 28, 2018, which was granted by this Court.

18 8. In addition, critical work continues and substantial work is yet to be completed in
19 order to fully and finally resolve this matter. Such additional work includes, but is not limited to,
20 preparation of the motion for final approval of the settlement and appearance and oral argument at
21 the hearing on same, and coordination and confirmation of the proper and complete
22 administration of settlement as agreed by the parties and directed by this Court. N&D therefore
23 expects that it will devote a substantial amount of additional attorney hours to this action going
24 forward.

25 9. In this case, N&D assumed the risk of a non-recovery; and it was agreed at the
26 outset that payment of counsel's fees and costs would only come from a judgment or Court-
27 approved settlement. N&D bore the significant risk that its investment of time and advanced
28 costs might never be recouped, or at a minimum would be significantly delayed. There is also no

1 reversion mechanism in the settlement, meaning that the entire balance of the fund, after this
2 Court determines the reasonable attorney fees and litigation costs, will be distributed to the
3 eligible class members. Moreover, the vast majority of the gross value of the settlement, more
4 than 80%, will be paid to directly the members of the class.

5 10. The attorneys at N&D responsible for handling this matter have over 40 years of
6 combined experience in real estate, construction and class action litigation; and N&D was
7 uniquely positioned to obtain a significant result on behalf of the Class in an efficient and cost-
8 effective manner, preserving the maximum available resources to compensate the Class.

9 11. N&D advanced \$7,296.13 for necessary case costs on behalf of the Class in the
10 prosecution of this action. The majority of the costs were incurred as Plaintiff's share of the
11 mediation costs. The balance of the "hard costs" are for attorney service and filing fees, a
12 telephonic hearing fee, and the costs of N&D's construction expert to travel to The SLO in order
13 to perform a necessary on-site inspection of the property. N&D also incurred expenses for "soft
14 costs" for postage, printing, scanning, copying, and computerized legal research. All the
15 foregoing are usual and reasonable litigation expenses incurred in a case of this nature,
16 necessarily incurred for the successful resolution.

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18 I testify under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 20th day of December, 2018

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21 By: 

22 Stephen M. Hauptman
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