

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

James Wedel, et al. v. Douglas Emmett, Inc., et al., Case No. 20STCV03962
(Los Angeles Superior Court)

This Amended Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs James Wedel, Charles McWhales, Simon Mashian, Fausto Hernandez, Michaela Vivant, Marjan Svetko, and Pei en Chong Sampson (collectively, “Plaintiffs”), and defendants Douglas Emmett, Inc.; Douglas Emmett Management, LLC; Barrington Pacific, LLC; and Universal Protection Service, LP (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means Plaintiffs’ lawsuit alleging fraudulent concealment, breach of implied warranty of habitability, negligence, negligence per se, negligent training and supervision, negligent hiring, negligent infliction of emotional distress, unfair competition, and unjust enrichment against Defendants, captioned *James Wedel, et al. v. Douglas Emmett, Inc., et al.*, Case No. 20STCV03962, initiated on January 30, 2020, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc. (“CPT”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all leaseholders at the Barrington Plaza Apartments, 11740 Wilshire Boulevard, Los Angeles, California, as of January 29, 2020.
- 1.5. “Class Counsel” means Warren Terzian LLP and Geragos & Geragos, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, mailing address, email address, telephone number, unit number, dates of tenancy, monthly rent price, and total rent paid.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be emailed and mailed to Class Members in English (with a Spanish translation, if applicable) in the form, without material variation, attached as **Exhibit A** (in English only) and incorporated by reference into this Agreement.
- 1.11. “Class Period” means January 29, 2020.
- 1.11. “Class Representative” means each of the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.12. “Class Representative Service Payment” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.
- 1.13. “Court” means the Superior Court of California, County of Los Angeles.
- 1.14. Defendants means Douglas Emmett, Inc.; Douglas Emmett Management, LLC; Barrington Pacific, LLC; and Universal Protection Service, LP.
- 1.15. “Defense Counsel” means Chapman Glucksman Dean & Roeb, APC; Lewis Brisbois Bisgaard & Smith LLP; and Klinedinst PC.
- 1.16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19. “Gross Settlement Amount” means One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 3 below. The Gross Settlement Amount will

be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

- 1.20. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, based on his or her percentage of total rent paid by all Class Members. The pro rata share will be calculated by: (1) summing the total amount of rent paid by a Participating Class Member; (2) dividing that number by the total amount of rent paid by all Class Members; and (3) multiplying the resultant number by the Net Settlement Amount. In other words, the mathematical formula is:

$$\text{Individual Class Payment} = [\text{total rent paid by Participating Class Member} / \text{total rent paid by all Class Members}] \times \text{the Net Settlement Amount.}$$

- 1.21. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.22. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.23. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.24. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.25. "Plaintiffs" means James Wedel, Charles McWhales, Simon Mashian, Fausto Hernandez, Michaela Vivant, Marjan Svetko, and Pei en Chong, the named plaintiffs in the Action.
- 1.26. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.27. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of Settlement.
- 1.28. "Released Class Claims" means the claims being released as described in Paragraph 5 below.
- 1.29. "Released Parties" means: Defendants and each of their former and present officers, directors, employees, shareholders, members, predecessors, successors, assigns, partners, joint venturers, employers, representatives, affiliates, principals, agents, parent organizations, subsidiaries, trustees, trustors, attorneys, and insurance companies.

- 1.30. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.31. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.32. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On January 30, 2020, Plaintiffs commenced this action by filing a complaint alleging causes of actions against Defendants for fraudulent concealment, breach of implied warranty of habitability, negligence, negligence per se, negligent training and supervision, negligent hiring, negligent infliction of emotional distress, and unjust enrichment. The operative complaint in the Action is the Third Amended Complaint (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. On April 7, 2023, the Parties participated in a mediation, presided over by Hon. Daniel J. Buckley (Ret.). Subsequent negotiations led to this Agreement to settle the Action.
- 2.3. Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through formal discovery, documents, and deposition testimony. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996), and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129–30 (2008) (“Dunk/Kullar”).
- 2.4. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4 below, Defendants promise to pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement

Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of collectively not more than Twenty-Eight Thousand Dollars (\$28,000) (in addition to any Individual Class Payments the Class Representatives are entitled to receive as a Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.4%, which is currently estimated to be Four Hundred Seventeen Thousand Five Hundred Dollars (\$417,500) and a Class Counsel Litigation Expenses Payment of not more than Seventy Thousand Dollars (\$70,000). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Fifteen Thousand Dollars (\$15,000) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than Fifteen Thousand Dollars (\$15,000), the Administrator will retain the remainder in the Net Settlement Amount. This bid for administration is fair because CPT has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements. In the

past 30-plus years, CPT has provided notification and/or claims administration services in thousands of class action cases. CPT's duties in administering this Settlement include the following: (a) prepare, print, mail and email to class members notification of the pending settlement; (b) establish a (static) settlement website; (c) toll-free number where class members are able to speak to a live representative regarding case information; (d) process undeliverable mail and locate updated addresses for class members; (e) receive objections submitted by class members; (f) receive and validate requests for exclusion submitted by class members; (g) notify the parties of the identity of class members that filed timely requests for exclusion; (h) receive other communications about the settlement; (i) file any required reports with the Court; (j) establish a fund for authorized claimants; (k) calculate the amounts due to each class member pursuant to the settlement; (l) make payments to class members through the established fund and file all applicable tax returns; and (m) handle any uncashed checks as directed by the Court.

3.2.4. To Each Participating Class Member: The Settlement Administrator will compute the settlement payment attributable to each Class Member by: (1) summing the total amount of rent paid by a Participating Class Member; (2) dividing that number by the total amount of rent paid by all Class Members; and (3) multiplying the resultant number by the Net Settlement Amount. In other words, the mathematical formula is:

$$\text{Individual Class Payment} = [\text{total rent paid by Participating Class Member} / \text{total rent paid by all Class Members}] \times \text{the Net Settlement Amount.}$$

The average (mean) payout to each Participating Class Member is estimated to be approximately One-Thousand Dollars (\$1,000).

3.2.4.1. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Within fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will produce to the Administrator and to Class Counsel a native electronic database or spreadsheet of all Class Members, including the leaseholder's name, mailing address, email address, telephone number, unit number, dates of tenancy, monthly rent price, and total rent paid by that Class Member. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to

immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendants shall pay the gross Settlement Amount by wire transfer to the Administrator no later than twenty-one (21) days following entry of the Preliminary Approval Order.

4.3. Payments from the Gross Settlement Amount. As soon as practicable after Effective Date, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.3.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and Class Members will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs release and discharge Defendants from any and all claims alleged, and damages sought in the Complaint ("Plaintiffs' Release"). The Complaint does not seek damages for personal injury or property loss, and therefore the release does not apply to any personal injury or property loss claims brought in any other cases. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: All Participating Class Members release and discharge Defendants from any and all claims alleged, and damages sought in the Complaint ("Participating Class Member's Release"). The Complaint does not seek damages for personal injury or property loss, and therefore the release does not apply to any personal injury or property loss claims brought in any other cases. Participating Class Member's Release does not extend to any claims or actions to enforce this Agreement or based on occurrences outside the Class Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Within seven (7) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice, Exclusion Form, and

Objection Form; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members or the proposed Cy Pres recipient, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, or the proposed Cy Pres recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected CPT to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.3. Notice to Class Members.
- 7.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members in the Class Data.
- 7.3.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via email and first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation, if applicable) is attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment. Before emailing and mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.3.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.3.4. The deadlines for Class Members’ written objections and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5. If the Administrator, Defense, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4. Requests for Exclusion (Opt-Outs).

- 7.4.1. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via email and first-class United States Postal Service (“USPS”) mail, the Exclusion Form (with Spanish translation, if applicable) is attached to this Agreement as **Exhibit B** (in English only).
- 7.4.2. Any Class Member who wishes to be excluded from the Settlement must complete and sign an Exclusion Form in the form attached hereto as Exhibit B (or as modified by the Court) and must return the Exclusion Form to the Administrator no later than the Exclusion/Objection Deadline. Exclusion Forms may be returned to the Administrator by U.S. mail, electronic mail, or hand-delivery, as follows: Wedel v. Douglas Emmett Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; [email address to be determined]. If the completed Exclusion Form is returned to the Administrator by U.S. Mail, the date of return will be the date of the postmark. If the completed Exclusion Form is returned to the Administrator by personal delivery or e-mail, the date of return will be the date of receipt by the Administrator.
- 7.4.3. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.4.4. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.5. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5. Objections to Settlement.

- 7.5.1. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all

Class Members identified in the Class Data, via email and first-class United States Postal Service (“USPS”) mail, the Objection Form (with Spanish translation, if applicable) is attached to this Agreement as **Exhibit C** (in English only).

7.5.2. Any Class Member who wishes to object to the Settlement must complete and sign an Objection Form in the form attached hereto as Exhibit C (or as modified by the Court) and must return the Objection Form to the Administrator no later than the Exclusion/Objection Deadline. Objection Forms may be returned to the Administrator by U.S. mail, electronic mail, or hand-delivery, as follows: Wedel v. Douglas Emmett Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; [email address to be determined]. If the completed Objection Form is returned to the Administrator by U.S. Mail, the date of return will be the date of the postmark. If the completed Objection Form is returned to the Administrator by personal delivery or e-mail, the date of return will be the date of receipt by the Administrator. Class Counsel and Defendant’s counsel will respond to any objections, as appropriate, either in briefs filed in advance of the final approval hearing or at the final approval hearing.

7.5.3. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.5.4. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.6. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.1. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing (and any changes thereto), copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, and objections received ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.4. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.6.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defense Counsel estimates that, as of the date of this Settlement Agreement, there are approximately 712 Class Members.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 6% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of

release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. No Solicitation. The Parties and their counsel separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7. No Tax Advice & No 1099s. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- Nevertheless, Defendants and the Administrators shall not issue any 1099 to any Class Member for his or her respective Individual Class Payment. Nor shall they take any action that attempts to classify those payments as income to a Class Member in any way. The Parties agree that the Individual Class Payments are not income because they are reimbursements of previously-paid rent that the operative complaint asserts were overcharged.
- 12.8. Section 664.6 Enforceability. The Parties agree the terms of this Settlement Agreement may be enforced by the Court pursuant to California *Code of Civil Procedure* § 664.
- 12.9. Section 1123(b) Admissibility. Pursuant to California *Evidence Code* § 1123(b) the Parties agree and intend that this Settlement Agreement is fully enforceable and binding, and admissible in any court proceeding to enforce its terms under *Code of Civil Procedure* § 664.6.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17. Notice. All notices, demands or other communications between the Parties related to the alleged breach of or non-compliance with this Agreement shall be in writing and sent by both email and mail to:

To Plaintiffs:

Dan Terzian
dan.terzian@warrenterzian.com
Warren Terzian LLP
222 N. Pacific Coast Highway, Suite 2000
Los Angeles, CA 90245

To Defendant Douglas Emmett, Inc.:

David A. Napper
dnapper@cgdrlaw.com
Chapman Glucksman Dean & Roeb, APC
1900 W. Olympic Blvd., Suite 800
Los Angeles, CA 90064

To Defendants Barrington Pacific, LLC; and Douglas Emmett Management, LLC:

Matthew Harrison
matthew.harrison@lewisbrisbois.com
Lewis Brisbois Bisgaard & Smith LLP
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071

To Defendant Universal Protection Service, LP:
Kevin J. Gramling
kgramling@klinedinstlaw.com
Klinedinst PC
2 Park Plaza, Ste. 1250
Irvine, CA 92614

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.* DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: Feb 21, 2024

James Wedel
JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____

Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: Feb 26, 2024

Marjan Svetko
MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____

Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: Feb 21, 2024

M/V
Michaela vivant (Feb 21, 2024 17:40 CST)

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____

Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: Feb 25, 2024

~~X~~

[Pei en Chong Sampson \(Feb 25, 2024 13:44 PST\)](#)
PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____


Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: Feb 21, 2024


Simon Mashian (Feb 21, 2024 15:18 PST)

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____

Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

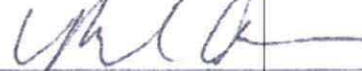
MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: 2-28-24

DOUGLAS EMMETT, INC.



Name: Michele Aronson

Title: Executive Vice President

Dated: 2-28-24

BARRINGTON PACIFIC, LLC



Name: Michael Means

Title: Sr. Vice President

Dated: 2-28-24

DOUGLAS EMMETT MANAGEMENT, LLC



Name: Michael Means

Title: Sr. Vice President

Dated: _____

UNIVERSAL PROTECTION SERVICE, LP

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: _____

**WARREN TERZIAN LLP
GERAGOS & GERAGOS, APC**

Dan Terzian

Counsel for Plaintiffs

Dated: _____

**CHAPMAN GLUCKSMAN DEAN &
ROEB, APC**

David Napper

Counsel for Defendant Douglas Emmett, Inc.

Dated: 2-28-24

**LEWIS BRISBOIS BISGAARD
& SMITH LLP**



Matthew Harrison

*Counsel for Defendants Barrington Pacific,
LLC and Douglas Emmett Management,
LLC*

Dated: _____

KLINEDINST PC

Kevin J. Gramling

*Counsel for Defendant Universal Protection
Service, LP*

Dated: _____

DOUGLAS EMMETT MANAGEMENT, LLC

Name: _____

Title: _____

Dated: 3/1/2024

UNIVERSAL PROTECTION SERVICE, LP

DocuSigned by:
Kadian Blanson

17908C88C8A41A

Name: Kadian Blanson

Title: VP, Managing Counsel-Litigation

APPROVED AS TO FORM ONLY:

Dated: _____

**WARREN TERZIAN LLP
GERAGOS & GERAGOS, APC**

Dan Terzian

Counsel for Plaintiffs

Dated: _____

**CHAPMAN GLUCKSMAN DEAN &
ROEB, APC**

David Napper

*Counsel for Defendant Douglas Emmett,
Inc.*

Dated: _____

**LEWIS BRISBOIS BISGAARD
& SMITH LLP**

Matthew Harrison

*Counsel for Defendants Barrington Pacific,
LLC and Douglas Emmett Management,
LLC*

Dated: 3-1-24

KLINEDINST PC


Kevin J. Gramling

*Counsel for Defendant Universal Protection
Service, LP*

Dated: _____

DOUGLAS EMMETT MANAGEMENT, LLC

Name: _____

Title: _____

Dated: _____

UNIVERSAL PROTECTION SERVICE, LP

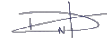
Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: March 5, 2024

**WARREN TERZIAN LLP
GERAGOS & GERAGOS, APC**



Dan Terzian

Counsel for Plaintiffs

Dated: March 5, 2024 _____

**CHAPMAN GLUCKSMAN DEAN &
ROEB, APC**

/s/ David Napper (with permission - March 5, 2024)

David Napper

Counsel for Defendant Douglas Emmett, Inc.

Dated: _____

JAMES WEDEL

Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: Mar 5, 2024

Fausto Hernandez

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC

Name: _____

Title: _____

Dated: _____

JAMES WEDEL



Dated: _____

CHARLES MCWHALES

Dated: _____

SIMON MASHIAN

Dated: _____

FAUSTO HERNANDEZ

Dated: _____

MICHAELA VIVANT

Dated: _____

MARJAN SVETKO

Dated: _____

PEI EN CHONG SAMPSON

Dated: _____

DOUGLAS EMMETT, INC.

Name: _____

Title: _____

Dated: _____

BARRINGTON PACIFIC, LLC


Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 3/20/2024

GERAGOS & GERAGOS, APC



Mark Geragos

Counsel for Plaintiffs