

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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

The Superior Court for the State of California authorized this Notice. Please read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit (“Action”) against defendants Douglas Emmett, Inc., Douglas Emmett Management, LLC, Barrington Pacific, LLC, and Universal Protection Service, LP (collectively, “Defendants”). The Action was filed by plaintiffs James Wedel, Charles McWhales, Simon Mashian, Fausto Hernandez, Michaela Vivant, Marjan Svetko, and Pei en Chong Sampson (collectively, “Plaintiffs”) and seeks damages for alleged 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. The Action is captioned *James Wedel, et al. v. Douglas Emmett, Inc., et al.*, Case No. 20STCV03962, initiated on January 30, 2020, in the Los Angeles Superior Court.

This Notice explains what the lawsuit is about, the main terms of the Settlement, and Class Members’ rights and options under the Settlement.

Based on Defendants’ records, and the parties’ current assumptions, the average (mean) payout to each Class Member is estimated to be approximately \$1,000. The actual amount you may receive likely will be different and will depend on a number of factors. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Class Members have several options under the Settlement. If you are a Class Member, you may: (1) do nothing, in which case you will be deemed to be a Participating Class Member and you will be entitled to receive a share of the Net Settlement Amount following the Effective Date; (2) exclude yourself from the Settlement; (3) object to the Settlement; and/or (4) attend the Final Approval Hearing. The following paragraphs explain these options in more detail.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Do Nothing/No Action Is Necessary for Class Members to Participate In the Settlement. If you do nothing, you will be deemed to be a Participating Class Member and, if the Settlement is given final court approval and becomes effective, you will be entitled to a settlement payment in accordance with the terms of the Settlement. In exchange, you will give up your right to assert claims against Defendants that are covered by this Settlement (“Released Claims”).
2. Request To Be Excluded (Opt-out) From the Settlement. Any Class Member who wishes to be excluded

from the Settlement must complete and sign an Exclusion Form and return it the Settlement Administrator no later than September 13, 2024. A blank Exclusion Form is provided along with this notice and is also available on the Settlement website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

3. Object to the Settlement. All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. Any Class Member who wishes to object to the Settlement must complete and sign an Objection Form and return it to the Settlement Administrator no later than September 13, 2024. A blank Objection Form is provided along with this notice and is also available on the Settlement website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
4. You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on January 13, 2025. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants knew of safety defects at Barrington Plaza, then covered up and/or failed to disclose those safety defects. The allegations are that Defendants knew that if residents were made aware of these safety defects, they would not have paid Barrington Plaza’s rent prices. Plaintiffs have asserted claims for 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. Plaintiffs are represented by Warren Terzian LLP and Geragos & Geragos, APC (“Class Counsel”) in the Action.

Defendants deny violating any laws and contend they have complied with all applicable laws.

The lawsuit is brought on behalf of a Class defined as follows: All leaseholders at the Barrington Plaza Apartments, 11740 Wilshire Boulevard, Los Angeles, California, as of January 29, 2020.

Each individual within the foregoing Class definition is referred to as a “Class Member.”

The parties have exchanged detailed information about the claims and defenses at issue in the Action. After settlement negotiations overseen by an independent mediator, the parties reached a proposed Settlement Agreement (“Settlement”) that, if approved by the Court, will resolve the claims asserted in the lawsuit. The proposed Settlement is entered into without any admission of liability or wrongdoing by Defendants.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, Plaintiffs and Defendants hired a neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-

consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay \$1,250,000 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. As soon as practicable after the Judgment becomes final, the Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, and the Administrator’s expenses. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$417,500 (33.4 % of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$70,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$28,000 as a Class Representative Award for the named Plaintiffs, collectively, for filing the Action, working with Class Counsel, and representing the Class. A portion of the Class Representative Award will be the only monies each Plaintiff will receive other than his or her Individual Class Payment.

C. Up to \$15,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members via check based on their percentage of total rent paid by all Class Members.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to the California Controller’s Unclaimed Property Fund or designated non-profit organization (also known as a *cy pres* recipient).

5. Requests for Exclusion from the Class Settlement (Opt-Outs). Any Class Member who wishes to be excluded from the Settlement must complete and sign an Exclusion Form and return it to the Settlement Administrator no later than September 13, 2024. A blank Exclusion Form is provided along with this notice and is also available on the Settlement website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement. Exclusion Forms can be mailed or delivered to the Settlement Administrator, as follows: *Wedel v. Douglas Emmett Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: DouglasEmmettSettlement@cptgroup.com. If the completed Exclusion Form is returned by U.S. Mail, the date of return will be the date of the postmark. If the completed Exclusion Form is returned by personal delivery or email, the date of return will be the date the Exclusion Form is received by the Settlement Administrator. Those Class Members who submit timely Exclusion Forms will be referred to as “Excluded Class Members.” Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. A judgment in the action will bind all Class Members who do not timely request exclusion.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, Defendants will not pay any money, and Class Members will not release any claims against Defendants.

7. Administrator. The Court has appointed a neutral company, (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Objections. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

8. Participating Class Members’ Release. After the Judgment is final and Defendants has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for any all claims and alleged damages sought in the Action.

The Participating Class Members will be bound by the following release:

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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

The Administrator will compute the settlement payment attributable to each Participating 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:

Individual Class Payment = [total rent paid by Participating Class Member / total rent paid by all Class Members] x the Net Settlement Amount

As an example, if a Participating Class Member paid 1% of all rent paid by the Class, that Participating Class Member will receive 1% of the amount of the Net Settlement Amount that is to be distributed to the Class. The “Net Settlement Amount” is the Gross Settlement Amount (\$1,250,000) less Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Any Class Member who wishes to be excluded from the Settlement must complete and sign an Exclusion Form and return it to the Administrator no later than September 13, 2024. A blank Exclusion Form is provided along with this notice and is also available on the Settlement website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement. Exclusion Forms can be mailed or delivered to the Administrator, as follows: *Wedel v. Douglas Emmett Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: DouglasEmmettSettlement@cptgroup.com. If the completed Exclusion Form is returned by U.S. Mail, the date of return will be the date of the postmark. If the completed Exclusion Form is returned by personal delivery or email, the date of return will be the date the Exclusion Form is received by the Administrator. Those Class Members who submit timely Exclusion Forms will be referred to as “Excluded Class Members.” Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement. A judgment in the action will bind all Class Members who do not timely request exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Any Class Member who wishes to object to the Settlement must complete and sign an Objection Form and return it to the Administrator no later than September 13, 2024. A blank Objection Form is provided along with this notice and is also available on the Settlement website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement. Objection Forms can be mailed or delivered to the Administrator, as follows: *Wedel v. Douglas Emmett Settlement Administrator*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; email: DouglasEmmettSettlement@cptgroup.com. If the completed Objection Form is returned by U.S. Mail, the date of return will be the date of the postmark. If the completed Objection Form is returned by personal delivery or email, the date of return will be the date the objection is received by the Administrator. You may not submit both an Objection Form and an Exclusion Form. If you submit an Objection and the Court approves the Settlement, you will be entitled to receive a payment in accordance with the terms of the Settlement and you will be bound by any judgment entered by the Court. Any Class Member who does not request to be excluded from the Settlement may enter an appearance through counsel, at the Class Member’s own expense.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on January 13, 2025 at 11:00 a.m. in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at www.cptgroupcaseinfo.com/DouglasEmmettSettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The pleadings and other records in this litigation may be examined online on the Los Angeles County Superior Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 20STCV03962. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

This Notice contains only a summary of the terms of the proposed Settlement. The full version of the Settlement Agreement was filed with the Court as Exhibit 1 to Plaintiffs' Notice of Filing Amended Settlement Agreement, filed on March 5, 2024. The full version of the Settlement Agreement is also available on the Settlement website: www.cptgroupcaseinfo.com/DouglasEmmettSettlement.

If you have questions about the Settlement, please contact the Settlement Administrator or Class Counsel, as follows:

Settlement Administrator
Wedel v. Douglas Emmett Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Tel: 1-888-544-5459
Email: DouglasEmmettSettlement@cptgroup.com

Class Counsel
Erick Kuylman
222 N. Pacific Coast Highway, Suite 2000
Los Angeles, CA 90245
Tel: (213) 410-2617
Email: erick.kuylman@warrenterzian.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.