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FILED
Superior Court of California
County of Los Angeles

03/21/2025

David W. Stryker, Executive Officer / Clerk of Court

By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAMES WEDEL, CHARLES MCWHALES,
SIMON MASHIAN, FAUSTO
HERNANDEZ, MICHAELA VIVANT,
MARJAN SVETKO, PEI EN CHONG
SAMPSON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

DOUGLAS EMMETT, INC., a Maryland
Corporation; BARRINGTON PACIFIC, LLC,
a California limited liability company;
DOUGLAS EMMETT MANAGEMENT,
LLC, a Delaware limited liability company;
and DOES 1-50, inclusive,

Defendants.

Case No. 20STCV03962

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

1 On June 24, 2024, this Court entered an order granting preliminary approval, finding on a
2 preliminary basis that the settlement is fair, adequate, and reasonable; appointing the undersigned as
3 Class Counsel; appointing plaintiffs James Wedel, Charles McWhales, Simon Mashian, Fausto
4 Hernandez, Michaela Vivant, Marjan Svetko, and Pei en Chong Sampson (collectively, “Plaintiffs”)
5 as the class representatives; appointing CPT Group, Inc. (“CPT”) as the settlement administrator;
6 and directing that notice be provided to the class. Plaintiffs now seek an order granting final
7 approval of the Amended Settlement Agreement and Addendum, attached as **Exhibit 1** to the
8 Supplemental Declaration of Erick Kuyman filed in support of the motion for final approval.

9 The Court preliminarily approved that this litigation could be maintained as a class action
10 for settlement purposes and, therefore, it conditionally certified the following class for settlement
11 purposes: “All leaseholders at the Barrington Plaza Apartments, 11740 Wilshire Boulevard, Los
12 Angeles, California, as of January 29, 2020.”

13 The Court appointed Warren Terzian LLP and Geragos & Geragos, APC as class counsel.
14 The Court appointed James Wedel, Charles McWhales, Simon Mashian, Fausto Hernandez,
15 Michaela Vivant, Marjan Svetko, and Pei en Chong Sampson as the class representatives. The
16 Court designated CPT Group, Inc. (“CPT”) as the settlement administrator.

17 The Court further directed the parties to provide notice to the class, which informed class
18 members of: (a) the proposed settlement and the settlement’s key terms; (b) the date, time, and
19 location of the final approval hearing; (c) the right of any class member to object to the proposed
20 settlement, and an explanation of the procedures to exercise that right; (d) the right of any class
21 member to exclude themselves from the proposed settlement, and an explanation of the procedures
22 to exercise that right; and (e) an explanation of the procedures for class members to participate in
23 the proposed settlement.

24 Thereafter, Plaintiffs filed an unopposed motion for final approval of class action settlement
25 and supporting preliminary approval order, and having considered the proposed settlement, as well
26 as all papers filed in support of the motion for final approval, hereby **ORDERS, ADJUDGES,**
27 **AND DECREES AS FOLLOWS:**

28 1. This Court has jurisdiction over the subject matter of the action and over all parties

1 to the action, including all members of the settlement class.

2 2. The settlement is in all respects fair, reasonable, and adequate, and it is hereby
3 approved.

4 3. The Court finds that the class is properly certified as a class for settlement purposes
5 only: “All leaseholders at the Barrington Plaza Apartments, 11740 Wilshire Boulevard, Los
6 Angeles, California, as of January 29, 2020.”

7 4. The Court appoints plaintiffs James Wedel, Charles McWhales, Simon Mashian,
8 Fausto Hernandez, Michaela Vivant, Marjan Svetko, and Pei en Chong Sampson as class
9 representatives for settlement purposes only.

10 5. The Court appoints Warren Terzian LLP and Geragos & Geragos, APC as class
11 counsel for settlement purposes only.

12 6. The notice provided to the settlement class conforms with the requirements of
13 California Code of Civil Procedure section 382, California Civil Code section 1781, California
14 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
15 applicable law, and constitutes the best notice practicable under the circumstances, by providing
16 individual notice to all class members who could be identified through reasonable effort, and by
17 providing due and adequate notice of the proceedings and of the matters set forth therein to the
18 other class members. The notice fully satisfied the requirements of due process.

19 7. The Court finds the settlement was entered into in good faith, that the settlement is
20 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
21 requirements for final approval of this class action settlement under California law, including the
22 provisions of California Code of Civil Procedure section 382 and California Rules of Court, rule
23 3.769.

24 8. With respect to notice and settlement administration, zero (0) class members have
25 objected to the Settlement and two (2) class members, Dawn Levine and Ajay Bapna, have
26 requested to be excluded from the settlement. The positive response of the class underscores that
27 the settlement is fair, reasonable, and adequate.

28 9. Upon entry of this order, compensation to the class members of the settlement shall

1 be paid a cash payment pursuant to the terms of the settlement agreement.

2 10. All envelopes transmitting settlement distribution to settlement class members shall
3 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

4 11. If any settlement distribution check has not been negotiated within sixty (60) days
5 after the date of mailing, CPT shall mail a reminder postcard to such class member.

6 12. Any settlement payment check that is not negotiated within ninety (90) days after its
7 mailing by CPT shall be void.

8 13. Unless CPT determines that it would not be economical to do so, any portion of the
9 settlement amount, including any accrued interest thereon, that remains unpaid at the end of ninety
10 (90) days after the date of initial mailing of settlement checks shall be distributed in a second
11 distribution to those class members who negotiated their initial settlement check.

12 14. In any such second distribution, each class member will be entitled to receive a
13 settlement check in an amount computed by multiplying the total amount of residual funds that
14 remain to be distributed by a fraction, the numerator of which is the class member's distribution
15 amount, and the denominator of which is the sum total of all settlement checks that were made in
16 the first distribution.

17 15. If CPT determines that it would not be economical to undertake a second
18 distribution, or if there are checks that remain uncashed sixty (60) days after the mailing of second
19 distribution checks, any residual settlement funds shall be paid to Inner City Law Group as the *cy*
20 *pres* recipient.

21 16. In addition to any recovery that Plaintiffs may receive as a class member under the
22 settlement, and in recognition of Plaintiffs' efforts on behalf of the class, the Court hereby approves
23 the payment of a class representative enhancement award in the amount of \$4,000 to each Plaintiff,
24 totaling \$28,000, for their services as class representatives, and Defendants shall cause this sum to
25 be paid to Plaintiffs in accordance with the terms of the settlement agreement.

26 17. The Court approves attorneys' fees in the amount of \$313,125 (75% of \$417,500)
27 and costs in the amount of \$54,217.57 to Warren Terzian LLP, and Defendants shall cause this sum
28

1 to be paid to CPT in accordance with the terms of the settlement agreement.

2 18. The Court approves attorneys' fees in the amount of \$104,375 (25% of \$417,500)
3 and costs in the amount of \$4,437.80 to Geragos & Geragos, APC, and Defendants shall cause this
4 sum to be paid to CPT in accordance with the terms of the settlement agreement.

5 19. The Court approves the payment of actual settlement administration costs in the
6 amount of \$13,000 to CPT, and Defendants shall cause this sum to be paid to CPT in accordance
7 with the terms of the settlement agreement.

8 20. The gross settlement fund, the net settlement fund, and the methodology used to
9 calculate and pay each class member's individual settlement payment are fair and reasonable, and
10 the Court authorizes CPT to issue individual settlement payments to each class member in
11 accordance with the terms of the settlement agreement.

12 21. Upon the effective date, Plaintiffs and all members of the class, shall have, by
13 operation of this order and judgment, fully, finally, and forever released, relinquished, and
14 discharged Defendants from all release claims as defined by the terms of the settlement agreement.

15 22. Judgment in this matter is entered in accordance with the terms of the settlement
16 agreement, the Court's preliminary approval order, and this final approval order against Defendant
17 in favor of Plaintiffs and the settlement class. This judgment is intended to be a final disposition of
18 the above captioned action in its entirety and is intended to be immediately appealable.

19 23. This Court shall retain jurisdiction with respect to all matters related to the
20 administration and consummation of the settlement, to enforce the terms of the judgment, and any
21 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
22 but not limited to all matters related to the Settlement and the determination of all controversies
23 relating thereto.

24 24. Class counsel shall file a notice of entry of order and judgment granting final
25 approval, and provide the same to CPT, who shall post the order and judgment on its website within
26 seven (7) calendar days after entry of the order and judgment. CPT shall post a copy of this signed
27 judgment for one hundred and eighty (180) calendar days on its website in compliance with Rule
28 3.771(b) of the California Rules of Court in order to provide notice to the class members of this

1 order and judgment. CPT shall also provide a mailed copy of the notice of entry of order and
2 judgment to class members.


3 25. A final report (nonappearance) hearing regarding compliance with the terms of the
4 Settlement is set for July 22, 2025, at 8:30 a.m. in Department 11. No later than five court days
5 prior to the nonappearance hearing, Plaintiffs' counsel shall file a report as well as a declaration by
6 the Settlement Administrator regarding distribution of the Settlement Amount and any uncashed
7 checks.

8 26. This Court shall retain jurisdiction over this action, including with respect to all
9 matters related to the administration and consummation of the Settlement, to enforce the terms of
10 this Judgment, and the determination of any controversies relating thereto.

11 27. This document shall constitute entry of Judgment for purposes of California Rule of
12 Court, Rule 3.769(h).

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14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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16 Dated: 03/21/2025



Hon. David S. Cunningham
Los Angeles County Superior Court Judge

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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4 I am over the age of 18 and not a party to this action. I am employed in the county where the
5 service occurred; my business address is 222 N. Pacific Coast Highway, Suite 2000, Los Angeles,
6 CA 90245.

7 On the undersigned date, I caused to be served the following documents:

8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
9 SETTLEMENT AND ENTERING JUDGMENT**

10 I caused the documents to be served on the interested parties:

11 Mark Geragos
12 Ben Meiselas
13 Geragos & Geragos, APC
14 644 South Figueroa Street
15 Los Angeles, CA 90071
16 geragos@geragos.com
17 meiselas@geragos.com

18 *Counsel for Plaintiffs*

19 Dana Fox
20 Dawn Flores-Oster
21 Matthew Harrison
22 Kellian Summers
23 Lewis Brisbois Bisgaard & Smith LLP
24 633 West Fifth Street, Suite 4000
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26 dawn.flores-oster@lewisbrisbois.com
27 matthew.harrison@lewisbrisbois.com
28 kellian.summers@lewisbrisbois.com
*Counsel for Defendants
Barrington Pacific, LLC and
Douglas Emmett Management, LLC*

19 Arthur J. Chapman
20 David A. Napper
21 Jill Johnson
22 Chapman Glucksman Dean & Roeb, APC
23 11900 W. Olympic Boulevard, Suite 800
24 Los Angeles, California 90064-0704
25 achapman@cgdrlaw.com
26 dnapper@cgdrlaw.com
27 jjohnson@cgdrlaw.com

28 *Counsel for Defendant Douglas Emmett,
Inc.*

I electronically served the documents via CaseAnywhere on all the interested parties.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 19, 2025



Erick Kuyhman