

FIRST AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND STIPULATION

Plaintiff Shelley Marie Brown (“Plaintiff”), on behalf of herself and all others similarly situated, on the one hand, and defendant Alliance Residential Company, LLC (“Defendant”), on the other hand, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this First Amended Class Action Settlement Agreement and Stipulation, hereby stipulate and agree, subject to Court approval, as follows:¹

I. RECITALS

WHEREAS, on May 30, 2019, Plaintiff filed a putative class action entitled *Marie Brown v. Alliance Residential Company, LLC*, in the Superior Court of the State of California for the County of Los Angeles (“LASC”) Case No. 19STCV18979 (the “Action”);

WHEREAS, on September 4, 2019, Plaintiff filed a First Amended Complaint (the “FAC”);

WHEREAS, On September 20, 2019, Defendant filed an Answer, generally denying all allegations under California Code of Civil Procedure section 431;

WHEREAS, the FAC is the current operative Complaint in the Action;

WHEREAS, on August 7, 2020, Plaintiff moved for certification of a class action, Defendant opposed the motion for class certification, and on October 21, 2020, the Court Ordered, among other things, that an amended motion for class certification be filed no later than April 12, 2021;

WHEREAS, on April 12, 2021, Plaintiff filed an amended motion for class certification and Defendant opposed the motion.

WHEREAS, Defendant denies, and continues to deny, all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief, as well as all

¹ Unless otherwise defined, capitalized words or terms used in this Agreement shall have the meanings as set forth in Section II herein.

material allegations in the Action, any wrongdoing of any kind, the requirements necessary to certify a class, and that Defendant is liable on any causes of action that were or could have been alleged in the Action;

WHEREAS, before entering into this Agreement, Plaintiff contends that she, by and through Class Counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims, to determine the strength of arguments regarding liability, potential remedies, and all defenses thereto;

WHEREAS, Plaintiff contends that her investigation included written production demands and responses thereto; propounding Specially Prepared Interrogatories, Requests for Admissions and Form Interrogatories, as well as responses thereto;

WHEREAS, this Agreement was reached as a result of arm's-length negotiations between the Parties, and their respective counsel, with a mediation on May 18, 2021 with the Honorable Marc Marmaro (Ret.);

WHEREAS, based upon Class Counsel's and Plaintiff's review, investigation, and evaluation of the facts and law relating to the matters alleged in the Action, Plaintiff and Class Counsel have agreed to settle the Action pursuant to the terms and conditions of this Agreement after considering, among other things: (i) the substantial benefits to the Class under the terms of this Agreement; (ii) the risks, costs, and uncertainty of the motion seeking class certification, trial and expected appeals that may result therefrom, as well as the difficulties and delays inherent in such litigation; and (iii) the desirability of consummating this Agreement as promptly as possible in order to provide effective relief to the asserted Class;

WHEREAS, Class Counsel have conducted formal and informal discovery, contend that they have investigated the facts and underlying events relating to the subject matter of the claims, carefully analyzed the applicable legal principles, and concluded, based upon their investigation

that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff and the asserted Class;

WHEREAS, Class Counsel contends that their investigation and conclusion take into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and also the substantial benefits the asserted Class will receive pursuant to this Agreement as set forth below, which, in the view of the undersigned Plaintiff and undersigned Class Counsel, is designed for the purpose of putting to rest all controversies with Defendant that were or could have been alleged; and

WHEREAS, Defendant has concluded that based on the risk and uncertainty of continuing the Litigation, and without any admission of liability or wrongdoing, and while continuing to deny all allegations of wrongdoing, Defendant desires to fully and finally resolve all causes of action that were alleged or that could have been alleged in the Action, known or unknown, in the manner and upon the express terms and conditions in this Agreement.

NOW, THEREFORE, without any admission or concession by Plaintiff and the Class as to the merit, or lack thereof, of the allegations and claims in the Litigation, and without any admission or concession by Defendant of any liability, wrongdoing or lack of merit in its defenses in the Litigation, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the undersigned Plaintiff and Class Counsel, on behalf of the Class, and Defendant and Defendant's counsel stipulate and agree to compromise, resolve and otherwise fully and finally settle the Action as follows:

II. DEFINITIONS

For the purposes of this Agreement only, as used in this Agreement and the exhibits attached hereto (which are an integral and material part of this Agreement and incorporated in their entirety herein by reference), the following terms have the following meanings, unless this

Agreement specifically provides otherwise. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be:

1. “Action” or “Litigation” means the putative class action lawsuit entitled *Marie Brown v. Alliance Residential Company, LLC*, pending in the Superior Court of the State of California for the County of Los Angeles (“LASC”) Case No. 19STCV18979.

2. “Administration Expenses” means any and all fees, costs, charges, advances and expenses of the Settlement Administrator for performance of its duties pursuant to the terms and conditions of this Agreement, including those incurred and/or paid for dissemination of Class Notice or implementation of the Notice Plan, or notice in any other form as ordered by the Court.

3. “Agreement” or “Settlement Agreement” means this First Amended Class Action Settlement Agreement and Stipulation, including the exhibits attached hereto.

4. “Attorneys’ Fees and Expenses” means such funds as the Court may approve and award to Class Counsel to compensate them for securing the benefits to the Class under this Agreement, and for their professional time, fees, costs, advances and expenses incurred in connection with the Action and the Agreement.

5. “Class” or “Settlement Class” means, collectively:

All prospective residential tenants of Defendant in the State of California who paid Defendant a “holding fee,” who did not rent an apartment from Defendant and who did not receive a refund of such holding fee at any time from May 30, 2015 through May 30, 2021.

6. “Class Counsel” or “Settlement Class Counsel” means Thomas A. Kearney, Andrew J. Kearney and Prescott W. Littlefield of Kearney Littlefield, LLP and Kenneth M. Lipton of the Law Offices of Kenneth M. Lipton.

7. “Class Member” or “Settlement Class Member” means any member of the Class who does not elect exclusion or opt-out from the Class pursuant to the terms and conditions for exclusion set out in Paragraphs 65-68 of this Agreement and the Class Notice.

8. “Class Notice” or “Settlement Class Notice” means collectively the Long-Form Notice and Summary Notice (attached in substantial form hereto as “**Exhibit B**” and “**Exhibit D**” respectively), as approved by the Court in any Preliminary Approval Order. Class Notice shall be disseminated as set forth in the Notice Plan.

9. “Class Representative” or “Settlement Class Representative” means Plaintiff Shelley Marie Brown.

10. “Complaint” means the First Amended Class Action Complaint, filed in the Action.

11. “Court” means the Superior Court of the State of California for the County of Los Angeles.

12. “Cy Pres” or “Cy Pres Designee” shall mean the Eviction Defense Network, which entity meets the requirements of California Code of Civil Procedure section 384, and which shall receive those funds remaining of the Net Settlement Fund after payment of the Settlement Benefit to all Class Members submitting Claim Forms.

13. “Defendant” means the Alliance Residential Company, LLC and its successor-in-interest Greystar, or Greystar Worldwide, LLC.

14. “Defendant’s Counsel” means counsel of record for Defendant: Martin K. Deniston and David M. Morrow of Wilson Elser Moskowitz Edelman & Dicker LLP.

15. “Effective Date” means the date on which the Final Order and/or Final Judgment in the Action become “Final.” As used herein the term “Final” means one (1) business day after Class Counsel submits notice in writing to Defendant’s Counsel that all of the following conditions have been satisfied:

- a) the Final Order and Final Judgment have been entered; and
- b) (i) if reconsideration and/or appellate review is not sought from the Final Order and/or Final Judgment, the expiration of the time for the filing or noticing of any

motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and/or Final Judgment: (A) the date on which the Final Order and/or Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and/or Final Judgment are no longer subject to judicial review.

16. “Escrow Account” means an interest-bearing bank account with a commercial bank with excess capital exceeding One Hundred Million Dollars and No Cents (\$100,000,000.00), with a minimum rating of “A” or equivalent by at least two nationally recognized statistical rating organizations and insured by the FDIC. The Escrow Account shall be opened and administered by the Settlement Administrator in accordance with the terms of this Agreement, orders of the Court, and for the benefit of the Class.

17. “Exclusion Deadline” or “Opt-Out Deadline” means the first non-holiday weekday that falls on a day that is ninety (90) calendar days after the Notice Date.

18. “Fairness Hearing” or “Final Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order, the Notice Date, the Exclusion Deadline, and the Objection Deadline for purposes of: (a) entering the Final Order and Final Judgment; (b) determining whether the Agreement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for Service Award by the Class Representative; (d) ruling upon an application by Class Counsel for Attorneys’ Fees and Expenses; and (e) entering any final order awarding Attorneys’ Fees and Expenses and Service Awards.

19. “Final Order and Final Judgment” means the order and judgment entered by the Court:

- a) Giving final approval to the terms of this Agreement as fair, reasonable, and adequate;

- b) Providing for the orderly performance and enforcement of the terms and conditions of the Agreement;
- c) Discharging the Released Parties of and from all further liability to the Releasing Parties for the Released Claims; and
- d) The actual form of the Final Order and Final Judgment entered by the Court may include additional provisions as the Court may direct that are not inconsistent with this Agreement, and will be substantially in form attached as “**Exhibit A**” hereto (Final Order Exhibit A and Final Judgment Exhibit A-1).

20. “Long-Form Notice” means the long-form notice of Settlement Agreement, substantially in the form attached as “**Exhibit B**” hereto. The Long Form Notice shall be provided as set forth in the Notice Plan.

21. “Maximum Settlement Fund” means an amount equal to, but no more than, One Hundred Seven Thousand Four Hundred Fifty Dollars Even (\$107,450.00), plus one-half of the Settlement Administrator’s costs, in a maximum amount of Four Thousand Dollars (\$4,000), with the actual amount being Three Thousand Five Hundred Dollars (\$3,500). The \$107,450.00 portion of the Maximum Settlement Fund is referred to herein as the “Common Fund Portion of the Maximum Settlement Fund.” The Maximum Settlement Fund shall be made of three payments, one payment for One Hundred Thousand Dollars Even (\$100,000.00) and one for Seven Thousand Four Hundred Fifty Dollars Even (\$7,450.00), and one for Three Thousand Five Hundred Dollars (\$3,500) totaling \$110,950.00.

22. “Net Settlement Fund” means the Maximum Settlement Fund less (i) Administration Expenses, (ii) any Service Award, and (iii) any Attorneys’ Fees and Expenses.

23. “Notice Date” means the first date upon which the Class Notice is disseminated which shall be no more than thirty (30) days after the Preliminary Approval Date.

24. “Notice Plan” means the plan for dissemination of the Class Notice as described in Paragraphs 54-59 of this Agreement.

25. “Objection Deadline” means the date that falls on the day that is ninety (90) calendar days after the Notice Date.

26. “Parties” means, collectively, Defendant and the Plaintiff in the Action.

27. “Plaintiff” means Shelley Marie Brown.

28. “Preliminary Approval Date” means the date on which the Court issues the Preliminary Approval Order.

29. “Preliminary Approval Order” means the order preliminarily approving the Agreement and proposed Class Notice and Notice Plan, a proposed form for which is attached as “**Exhibit C**” hereto.

30. “Release” means the release and waiver set forth in Paragraphs 74-82 of the Agreement and in Paragraph 9 of the Final Order and Final Judgment.

31. “Released Claims” means all claims, demands, actions, obligations, rights, liabilities and/or causes of action of whatever kind or nature, in law or in equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including but not limited to damages, costs, expenses, penalties, injunctive relief, restitution, punitive damages, expert fees, and attorneys’ fees arising from and/or related to the facts alleged or could have been alleged against Released Parties in the Complaint, including Defendant’s retention of a “holding fee” received from applicants that were asserted in the Action, or that are based on the facts alleged in the Action with respect to the “holding fee” claims by the Releasing Parties against the Released Parties from May 30, 2015 to May 30, 2021.

32. “Released Parties” or “Released Party” means Defendant and all of its boards, bureaus, divisions, departments, administrators, officers, agents, elected officials, owners, , directors, managers, employees, parents, subsidiaries, affiliates, insurers, predecessors, successors, assigns, investors, shareholders, representatives, counsel, in their personal, individual, official, and/or corporate capacities, and all persons acting or purporting to act on behalf of Defendant. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

33. “Releasing Parties” or “Releasing Party” means Plaintiff, and each Settlement Class Members on behalf of themselves and any other legal or natural persons who may assert claims by, through or under them.

34. “Service Award” means such funds as may be awarded by the Court to the Class Representative in recognition of her time, effort, and service to the Class, expended in pursuing the Action and in fulfilling her obligations and responsibilities as the Class Representative.

35. “Settlement Administrator” means a qualified third party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Agreement, including providing the Class Notice and implementing the Notice Plan pursuant to the terms and conditions in this Agreement. The Parties agree that the Court appoint Phoenix Class Action Administration Solutions (“Phoenix”), subject to the Court’s approval.

36. “Settlement Benefit” means the share of the Net Settlement Fund to be distributed to each Settlement Class Member, as calculated by first dividing the Net Settlement Fund by total amount of non-refunded holding fees paid by the entire Class (the quotient of which is referred to as the “Percentage of Recovery”) and then multiplying each Class Member’s actual, individual non-refunded holding fee paid by the Percentage of Recovery.

37. “Summary Notice” means the summary notice of the proposed class action Settlement Agreement substantially in the form attached as “**Exhibit D**” hereto. The Summary Notice shall be disseminated as set forth in the Notice Plan.

III. COMPROMISE OF HIGHLY CONTESTED ISSUES

38. This Agreement represents the compromise of highly contested issues in the Litigation. Defendant denies all material allegations in the Litigation, denies wrongdoing of any kind, and denies that it is liable for any of the claims alleged in the Litigation. Defendant maintains that the claims asserted have no merit, and that a class could not be properly certified and would not have been certified for purposes of litigation and trial. Specifically, Defendant denies that it failed to act in accordance with the law, or that it was the cause – legally or factually – of Plaintiff’s or the Class Members’ alleged harm. Defendant has entered into this Settlement Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations.

39. Defendant has also considered the risks, costs and uncertainties of continued and protracted litigation of the Action, on the one hand, and the benefits of the proposed Settlement Agreement, on the other hand, and desires to settle and resolve the Action upon the terms and conditions set forth in this Agreement. Further, Defendant has agreed to class action treatment of the claims and causes of action alleged in the Action solely for the Settlement Class and solely for the purpose of compromising and settling those claims and causes of action on a class basis under the terms and conditions contained in this Agreement.

40. Plaintiff disagrees with Defendant’s positions, assertions and defenses, including those stated above, and continues to assert her claims are valid both on the merits, and with regard to class certification and satisfaction of California Code of Civil Procedure Section 382 *et seq.*, and State law.

41. All Parties, however, recognize there exist substantial and significant risks regarding their claims, defenses, and/or the ability of the Class to obtain any judgment against Defendant, among other things, and therefore agree to the terms of this Agreement to resolve this highly-disputed Litigation in light of the risks and uncertainties faced by Plaintiff and Defendant.

IV. BENEFITS OF AGREEMENT

42. Class Counsel contends it has investigated the law and the facts and have conducted discovery on these issues. Class Counsel contends they have taken into account, *inter alia*, the expense and length of the Litigation that would be necessary to prosecute the Litigation through trial and appeal; the uncertain outcome and the risk of continued and protracted litigation; and available defenses to the claims asserted in the Litigation. Plaintiff and Class Counsel believe that considering the foregoing, the Agreement set forth herein represents a reasonable compromise of highly disputed and uncertain legal, factual and procedural issues, confers substantial benefits upon the Class and provides a result and recovery that is certain to be provided to Class Members, when any recovery should the Litigation continue is uncertain. Based on their evaluation of all of these factors, Plaintiff and Class Counsel have determined that the Agreement, on the terms set forth herein, is in the best interests of the Class and is fair, reasonable and adequate.

43. Defendant and Defendant's Counsel have also considered applicable risks and consequences if Plaintiff was to prevail on the merits of all Class claims at trial and through potential appeals. Defendant has considered and analyzed the legal, factual and procedural defenses to the claims alleged, as well as other options. Defendant and Defendant's Counsel have determined that the Settlement Agreement set forth herein provides a certain result, when the outcome, should the Litigation continue, is subject to uncertainties.

44. The Agreement is the result of extensive arm's-length negotiations and discussion between Class Counsel and Defendant's Counsel with the assistance of an experienced mediator, the Honorable Marc Marmaro (Ret.) of Signature Resolution.

V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

45. The Parties agree and stipulate that the Settlement Class should be certified as a class action for purposes of this Agreement only pursuant to California Code of Civil Procedure Section 382 *et seq.*

46. For purposes of Agreement only, the Parties agree to seek provisional certification of the Settlement Class. The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order granting provisional certification of the Settlement Class subject to final findings and ratification in the Final Order and Final Judgment, and appointing the Class Representative as the representative of the Settlement Class and Class Counsel as counsel for the Settlement Class.

47. For purposes of this Settlement and subject to the Court's Approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of this Settlement Agreement.

48. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement Agreement, or to any certification other than the Settlement Class. Specifically, Plaintiff shall seek dismissal of the "Screening Class" as currently pled in the Action, without prejudice to any purported absent class members. Defendant's agreement to certification of the Settlement Class, for settlement purposes only, does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiff or any of the putative class members, which Defendant continues to deny in each case. Further, Defendant's agreement to certification of the Settlement Class, for settlement purposes

only, does not constitute admission that certification of any class was or is appropriate for purposes of litigation and trial based on the claims in this Action.

49. If this Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur: (i) the order certifying the Class for purposes of effectuating this Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, (ii) the Action shall proceed as though the Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, and (iii) the Action shall return to the procedural status quo in accordance with this Paragraph with the Parties retaining all rights, defenses, arguments and objections they have regarding the propriety of class certification for any purposes other than this Agreement. Accordingly, the Parties enter into this Agreement on a conditional basis. If the Court does not approve the settlement and enter the Judgment, or if the proposed Judgment does not become a Final Judgment for any reason, and/or if the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Stipulation shall remain subject to the provisions of California Evidence Code sections 1119 and 1152, and any other analogous rules of evidence that are applicable. In that event, Defendant does not waive, but rather expressly reserves, all rights to challenge all claims and allegations in the Action upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge class treatment, as well as assert any and all other privileges and potential defenses. Plaintiff hereby waives any argument that based on this Agreement, Defendant cannot contest class certification on any grounds whatsoever, or assert any and all other privileges or potential defenses if Action proceeds.

VI. SETTLEMENT BENEFITS

50. In consideration of the entry in this Action of the Final Order and Final Judgment and the Release set forth in 74-82 of this Agreement, Defendant will provide the following considerations, payments and benefits to the Class:

51. *Payment of Maximum Settlement Fund:* Within ten (10) days after the Effective Date, Defendant shall deposit the Maximum Settlement Fund into the Escrow Account. The full Maximum Settlement Fund is to be so deposited, regardless of the three different payments that will fund the Maximum Settlement Fund. The Settlement Administrator shall administer the Escrow Account for the benefit of the Class in accordance with the terms of this Agreement and orders of the Court.

52. *Payment to Class Members:* At the same time as the Settlement Administrator's payment from the Maximum Settlement Fund of: (i) Administration Expenses; (ii) Attorneys' Fees and Expenses; and (iii) the Service Award, the Settlement Administrator shall pay the Settlement Benefit to each Class Member. The Settlement Benefit shall be directly mailed to each Class Member at the address located by the Settlement Administrator pursuant to paragraph 57, *infra*, and shall be distributed no later than twenty-one (21) days after the deposit the Maximum Settlement Fund into the Escrow Account by Defendant. Settlement Checks shall remain negotiable for 180 days from issuance. Upon the expiration of this time, any funds remaining in the Net Settlement Fund resulting from expiration of the Settlement Check shall be paid to the Cy Pres.

VII. NOTICE PLAN

53. The Parties shall jointly recommend and retain Phoenix to be the Settlement Administrator.

54. Class Notice will be disseminated through: (a) the Summary Notice (substantially in the form of "**Exhibit D**" attached hereto), which shall be issued to the Settlement Class via

email for those Settlement Class Members for whom the class list contains email addresses, and first-class mail for all Settlement Class members, regardless of whether the class list contains email addresses; and (b) an internet website created by the Settlement Administrator (“Settlement Website”) which shall post the Summary Notice, the Long-Form Notice (substantially in the form of “**Exhibit B**” attached hereto), and any additional documents as may be ordered by the Court. Class Notice shall be issued in English only; however, should the Court order that Class Notice be issued in any additional language other than English – whether such Class Notice be made available on the Settlement Website or otherwise – the Parties agree to comply with any such order provided that in no event shall Defendant be obligated to pay any amounts in excess of the Maximum Settlement Fund.

55. Defendant will provide to the Settlement Administrator the name, any available email, and mailing address, and holding fee actually paid (collectively, “Class Member Information”) of each Class Member within five (5) business days after notice of entry of the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after notice of entry of the Preliminary Approval Order has been provided to the Settlement Administrator.

56. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website that will inform Class Members of the terms of this Agreement, their rights, dates, and deadlines with respect to the Agreement, updated information regarding benefits provided pursuant to this Agreement herein and related information. The Settlement Website may also have a section for frequently asked questions, as well as a portal for Class Members to submit questions via confidential e-mail to Class Counsel for a confidential response. Defendant shall have the right to review and consent to the form of any publicly available frequently asked questions and answers section, consent for which shall not be unreasonably withheld. Questions submitted to Class Counsel through the portal shall constitute confidential and privileged

communications seeking legal advice, which questions and responses Defendant shall not see.

The Settlement Website shall include, in .pdf format, access to the following:

- a) the Long-Form Notice;
- b) the Preliminary Approval Order;
- c) this Agreement (including all of its Exhibits);
- d) the Complaint;
- e) the Motion for Award of Attorneys' Fees, Costs, and Service Awards (when prepared);
- f) the Final Order and Final Judgment; and
- g) any other materials agreed upon by the Parties and/or required by the Court.

57. Prior to the transmission of the Summary Notice, the Settlement Administrator shall cause the address of each Class Member, as provided in the Class Member Information, to be updated using the United States Postal Service's National Change of Address System. Summary Notice will be mailed to the updated addresses. After the mailing, for each Class Member's Summary Notice that is returned by the United States Postal Service without a forwarding address, the Settlement Administrator shall conduct a one-time address search for that Class Member for the purpose of obtaining an updated address. In the event an updated address is found, the Summary Notice will be mailed to the updated address. If a Class Member's Summary Notice is returned by the United States Postal Service with a forwarding address, the Settlement Administrator shall mail the Summary Notice to the forwarding address. All re-mailings shall be performed within 3 business days of the receipt of returned Summary Notices. The deadlines for submitting exclusion and objections shall not be extended due to re-mailing. On the same date as the original mailing, the Settlement Administrator shall email a copy of the Summary Notice to each Class Member for whom an email address is included in the Class Member Information in addition to the physical mailing.

58. The Long-Form Notice shall be in a form substantially similar to the document attached to this Agreement as “**Exhibit B**”, and shall advise Class Members of and comport to the following:

- a) *General Terms*: The Long-Form Notice shall contain a plain and concise description of the nature of the Action, the history of the Litigation, the preliminary certification of the Settlement Class for Agreement purposes, the risks of continued litigation, and the proposed Agreement, including information regarding the Class, how the proposed Agreement would provide relief to the Class and Class Members, what claims are released under the proposed Agreement, and other relevant terms and conditions.
- b) *Opt-Out Rights*: The Long-Form Notice shall inform Class Members that they have the right to opt-out of the Agreement. The Long-Form Notice shall provide in summary form the deadlines and procedures for exercising this right.
- c) *Objection to Agreement*: The Long-Form Notice shall inform Class Members of their right to object to the proposed Agreement and appear at the Final Fairness Hearing. The Long-Form Notice shall provide in summary form the deadlines and procedures for exercising these rights.
- d) *Appearance through Counsel*: The Long-Form Notice shall inform Class Members of their right to enter an appearance through their own counsel of choice, at their own expense, and that if they do not, they will be represented by Class Counsel, who will be supporting the Agreement and its approval by the Court.
- e) *Professional Fees and Litigation Expenses*: The Long-Form Notice shall inform Class Members about the amounts which Class Counsel may petition as Attorneys’ Fees and Expenses and the amounts for which the Class Representatives may petition for as individual Service Awards. The Long-Form Notice will explain that any such

amounts awarded will be pursuant to the Court's discretion and approval and be deducted from the Agreement Fund, reducing the amount available to confer monetary benefits on Class Members.

59. The Long-Form Notice shall be available on the Settlement Website. In addition, the Settlement Administrator shall send via first-class mail the Long-Form Notice to those persons who request it in writing or through the dedicated toll-free telephone number established and monitored by the Settlement Administrator for purposes of this Agreement. The mailing address and toll-free telephone number to be used to request the Long-Form Notice from the Settlement Administrator shall be printed on the Summary Notice and Settlement Website.

VIII. ADMINISTRATION OF THE AGREEMENT

60. Because the names of Class Members and other personal information about them will be provided to the Settlement Administrator, the Settlement Administrator shall maintain the confidentiality of any information obtained in administering this Settlement.

61. The Settlement Administrator shall administer the Agreement in accordance with the terms of this Agreement and, without limiting the foregoing, shall:

- a) Treat any and all documents, communications and other information and materials received in connection with the administration of the Agreement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by court order;
- b) The Settlement Administrator shall promptly provide copies of any requests for exclusion, objections and/or related correspondence to counsel for the Parties. Specifically, the Settlement Administrator shall receive requests for exclusion or opt-out requests from Class Members and provide to Class Counsel and Defendant's Counsel a copy thereof within three (3) business days of receipt. If the Settlement Administrator receives any objections and/or requests for exclusion or opt-out

requests after the deadline for the submission of such requests, the Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with copies thereof; and

- c) The Settlement Administrator shall receive and maintain all correspondence from any Class Member regarding the Agreement.

62. The Settlement Administrator shall be responsible for, without limitation, the following:

- a) Formatting for email and disseminating the Summary Notice and Long-Form Notice as described in this Agreement;
- b) printing and disseminating the Summary Notice and Long-Form Notice as described in this Agreement;
- c) handling returned mail not delivered to Class Members as described in this Agreement;
- d) attempting to obtain updated address information for any Summary Notices returned without a forwarding address as described in this Agreement;
- e) making any additional mailings required under the terms of this Agreement;
- f) responding to requests for the Long-Form Notice by mail, telephone, e-mail or otherwise;
- g) receiving and maintaining on behalf of the Court any correspondence with Class Members regarding requests for exclusion and/or objections to the Agreement;
- h) forwarding written inquiries of Class Counsel for any response Class Counsel deems warranted;
- i) establishing and maintaining a post-office box, toll-free telephone number as described herein, facsimile number, and voicemail and electronic mailboxes, as necessary for the receipt of any correspondence from Class Members;

- j) responding to requests from Class Counsel and/or Defendant's Counsel;
- k) establishing the Settlement Website;
- l) making any mailings required under the terms of this Agreement;
- m) otherwise implementing and/or assisting with the dissemination of the Notice;
- n) opening and maintaining the Escrow Account and administering payments from the Maximum Settlement Fund via the Escrow Account, as approved by the Court and as required under the Agreement; and
- o) providing a final accounting of all funds distributed under this Settlement Agreement and reporting the same to the Court pursuant to California Code of Civil Procedure Section 384.

63. No more than one hundred (100) days after the Notice Date, the Settlement Administrator shall provide the Parties with a declaration: (i) attaching a list of those persons who timely opted out or excluded themselves from the Agreement; (ii) attaching a list of those persons who timely objected to the Agreement, along with a copy of their written objections; and (iii) providing an accounting reflecting the Administration Expenses incurred as of that time and the amount of additional Administration Expenses expected to be incurred for which the Settlement Administrator will seek to be reimbursed from the Maximum Settlement Fund via the Escrow Account. The Settlement Administrator shall file with the Court a declaration outlining the scope, method and results of the notice program.

64. On the same date that the Settlement Administrator makes the payments to Class Members under Paragraph 52, *supra*, the Settlement Administrator shall be reimbursed via the Escrow Account for Administration Expenses incurred which, as of the date of the execution of this Agreement, are estimated to be \$7,000. The Settlement Administrator shall be reimbursed from the Maximum Settlement Fund, with \$3,500 of the reimbursement being paid from the Common Fund Portion of the Maximum Settlement Fund, and \$3,500 being paid from

Defendant's additional payment of \$3,500 to the Maximum Settlement Fund outside of the Common Fund Portion of the Maximum Settlement Fund, as referenced in Paragraph 21, *supra*.

IX. REQUESTS FOR EXCLUSION

65. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Long-Form Notice, postmarked by the Exclusion Deadline ordered by the Court in the Preliminary Approval Order. The request must (a) state the Class Member's name, address, and telephone number; (b) reference *Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979; and (c) clearly state that the Class Member wants to be excluded from the Class and to not participate in the Agreement and not receive any Agreement benefits, and it must otherwise comply with the terms stated in the Long-Form Notice and Preliminary Approval Order.

66. If a potential Class Member files a request for exclusion, he, she, or it may not file an objection. If a potential Class Member files a request for exclusion and an objection, he or she will be deemed to have opted-out, and the objection shall be deemed invalid.

67. If any Class Member files a timely request for exclusion, he, she, or it will not be a member of the Class, will not release any Released Claims pursuant to this Agreement or be subject to the Release, and will reserve all Released Claims he, she or they may have.

68. Any potential Class Member who does not file a timely written request for exclusion shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Action.

X. OBJECTIONS TO THE AGREEMENT

69. Any Class Member who has not timely filed a written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Agreement, or to the award of Attorneys' Fees and Expenses, or to the Service Award to the Class Representative, must mail a written statement, describing the Class Member's

objections in the specific manner set forth in the remainder of this Section, to the Settlement Administrator. The objection must be postmarked by the Objection Deadline ordered by the Court in the Preliminary Approval Order. Any such objection shall include: (a) the full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (d) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (e) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference *Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979. The objection shall be mailed to:

Phoenix Class Action Administration Solutions
Brown v. Alliance Residential Company, LLC
[address]

70. Class Members may personally object or object through an attorney retained at their own expense provided, however, that each individual Class Member objecting to the Agreement, in whole or part, shall personally sign the objection.

71. Any Class Member may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Agreement, or to the award of Attorneys' Fees and Expenses, or Service Awards to the individual Plaintiffs and/or the Class Representatives.

72. Plaintiff designated as the Class Representative by the Court maintains her right to support or object to the Agreement based on the Court's determination of Class Representative's entitlement to any Service Award, provided that Class Representative acknowledges that while she may petition the Court for a Service Award under this Agreement, the award of a Service Award by the Court is not guaranteed and the award of a Service Award in any amount is determined by the Court in its discretion.

73. Any Class Member (including any Plaintiff or Class Representative) who objects to the Agreement as provided herein shall still be entitled to all benefits of the Agreement if this Agreement and the terms contained herein are approved by the Court despite their objection.

XI. RELEASE AND WAIVER

74. The Parties agree to the following release and waiver, which shall take effect ten (10) days after the Effective Date, which is the same date as the deadline for payment set forth in Paragraph 51, *supra*.

75. In consideration for the Agreement, Plaintiff, Class Representative, and each Settlement Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, (each a “Releasing Party” and collectively all “Releasing Parties”) agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from all Released Claims.

76. Plaintiff, Class Representative, and the Settlement Class Members expressly acknowledge and agree that this Release, and the Final Order and Final Judgment, may and will be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

77. Plaintiff, *on behalf of herself only*, agrees to expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

78. Plaintiff fully understands that the facts on which the Agreement is to be executed may be different from the facts now believed by Plaintiff and Class Counsel to be true, and expressly accepts and assumes the risk of this possible difference in facts and agrees that the

Agreement will remain effective despite any difference in facts. Further, Plaintiff agrees that this waiver is an essential and material term of this Agreement, the settlement embodied herein and the release contained in this section, and that without such waiver the settlement in this Agreement would not have been accepted.

79. Plaintiff, Class Representative, and each Settlement Class Member shall not, now or hereafter, institute, maintain, prosecute, and/or assert, any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the Released Claims and/or any other matters released through this Agreement.

80. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein. Any motion or proceeding to enforce the terms of the Agreement, in whole or in part, shall be before the Court, which shall retain jurisdiction over the matter pursuant to California Code of Civil Procedure section 664.6 and the California Rules of Court for such purposes. Moreover, the Court retains jurisdiction to adjudicate any dispute between the Parties regarding the terms and conditions of this Agreement.

81. Plaintiff, Class Representative, Settlement Class Members, and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

82. Persons who are not Class Members, or Class Members who timely exclude themselves from the Class in the manner set forth herein, release no claims, and any and all claims of such persons are reserved and unaffected by this Agreement.

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XII. REVIEW, APPROVAL AND RELATED ORDERS

83. As soon as is practicable following the signing of this Agreement, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as “**Exhibit C**” hereto), for the purpose of, among other things:

- a) Approving the Class Notice, substantially in the form set forth at “**Exhibit B**” (Long-Form Notice) and “**Exhibit D**” (Summary Notice) attached hereto;
- b) Finding that the requirements for provisional certification of the Class have been satisfied, appointing Plaintiff as the Class Representative of the Class and Class Counsel as counsel for the Class, and preliminarily approving the Agreement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Agreement;
- c) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Agreement should be approved as fair, reasonable, and adequate, and to determine whether the Final Order and Final Judgment should be entered;
- d) Determining that the notice of the Agreement and of the Fairness Hearing, as set forth in this Agreement, complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;
- e) Preliminarily approving the form of the Final Order and Final Judgment;
- f) Appointing the Settlement Administrator;
- g) Directing that Class Notice shall be given to the Class as provided in herein;
- h) Providing that any written objections by any Class Member to the certification of the Class and the proposed Agreement contained in this Agreement, and/or the entry of the Final Order and Final Judgment submitted to the Settlement Administrator, shall be heard and any papers submitted in support of said objections shall be considered

- by the Court at the Fairness Hearing, and, that nothing agreed to herein shall bar any Class Member from appearing and requesting to be heard at the Fairness Hearing;
- i) Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Agreement and in response to any valid and timely objections;
 - j) Providing that all Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt-out in accordance with this Agreement and the Class Notice;
 - k) Providing that Class Members wishing to exclude themselves from the Agreement will have until the date specified in the Class Notice and the Preliminary Approval Order to submit a valid written request for exclusion or opt-out to the Settlement Administrator;
 - l) Providing a procedure for Class Members to request exclusion or opt-out from the Agreement;
 - m) Directing the Parties, pursuant to the terms and conditions of this Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;
 - n) Pending the Fairness Hearing, staying all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Agreement and the Preliminary Approval Order;
 - o) Authorizing Defendant to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;
 - p) Authorizing the Parties, Class Counsel and the Settlement Administrator to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;

- q) Adopting all deadlines set forth herein; and
- r) Issuing other related orders to effectuate the preliminary approval of the Agreement.

84. Following the entry of the Preliminary Approval Order, Class Notice shall be given and published in the manner directed and approved by the Court.

85. At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in substantially the same form as attached as “**Exhibit D**” hereto. The Final Order and Final Judgment shall, among other things:

- a) Find that the Court has jurisdiction over all Plaintiffs and Class Members and that venue is proper;
- b) Finally approve the Agreement pursuant to California Code of Civil Procedure Sections 382 *et seq.*, as fair, adequate and reasonable to the Class;
- c) Finally certify the Class for Agreement purposes only pursuant to California Code of Civil Procedure Section 382 *et seq.* and appoint Plaintiffs as Class Representatives and Class Counsel as counsel for the Class;
- d) Find that the Class Notice complies with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- e) Incorporate the Release set forth in the Agreement and make the Release effective as of the date set forth in the Final Order and Final Judgment;
- f) Discharge the Released Parties of and from all further liability to the Releasing Parties for the Released Claims;
- g) Preserve all claims of persons not within the Class definition as well as those who have timely excluded themselves from the Class;
- h) Dismiss class allegations on behalf of the “Screening Class” without prejudice to absent class members;

- i) Discharging the Released Parties of and from all further liability to the Releasing Parties for the Released Claims;
- j) Adjudicate any objections that have been presented to the Agreement;
- k) Award the Service Award and Attorneys' Fees and Expenses in amounts deemed fair, adequate and reasonable in the circumstances;
- l) Authorize the Parties to implement the terms of the Agreement;
- m) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose;
- n) Set a date when the parties shall report to the Court the total amount that was actually paid to the class members. After the report is received, the parties shall present to the Court a proposed amended judgment and the Court shall amend the judgment to direct payment to pay the sum of any amounts remaining in the Net Settlement Fund plus any interest that has accrued thereon, to the Cy Pres; and,
- o) Issue related orders necessary to effectuate the final approval of the Agreement and its implementation.

XIII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

86. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits attached hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members or the Released Parties under this Agreement

87. In the event the terms or conditions of this Agreement, other than terms pertaining to the Attorneys' Fees and Expenses and/or Service Award, are materially modified by any court, either party in its sole discretion to be exercised within twenty-one (21) days after such a material modification may declare this Agreement null and void. In the event that a Party exercises his/her/its option to withdraw from and terminate this Agreement, then the Agreement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Agreement, and the Parties will be returned to their respective positions existing immediately before the execution of this Agreement. Notwithstanding the foregoing, in the event this Agreement is not approved by any court, or the Agreement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, one or both Parties may petition the Court for allocation of the costs of notice and administration associated with this Agreement to that date in the event the Parties cannot agree on a method for allocation. In that case, each Party shall bear its own attorneys' fees and costs associated with the Agreement not being approved, the Agreement being declared null and void, or the event that the Effective Date does not occur.

XIV. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

88. In recognition of the time and effort Plaintiff expended in pursuing this action and in fulfilling her obligations and responsibilities as Class Representative, and because of the benefits conferred on the Class, Class Representative, by and through Class Counsel, shall request the Court to award the payment of a Service Award, to be paid from the Maximum Settlement Fund, in an amount not to exceed five thousand dollars (\$5,000.00). Defendant has agreed to take no position as to the entitlement to, or the amount of, the Service Award to Class Representative so long as the request does not exceed five thousand dollars (\$5,000.00).

89. No amount has been guaranteed or promised to the Class Representative as a Service Award. The Court shall determine the final amount of any Service Award to the Class

Representative, in its discretion, based on the request filed by Class Counsel on behalf of the Class Representative. Any Service Award awarded by the Court shall be deducted from the Maximum Settlement Fund and paid by the Settlement Administrator from the Escrow Account.

90. The Service Award, as approved by the Court, shall be paid at the same time as the distribution of the payments to Class Members under Paragraph 52, *supra*. The Settlement Administrator shall issue a check drawn from the Escrow Account for the Service Payments to Class Counsel made payable to Class Representative. Class Representative shall provide the Settlement Administrator and Defendant with an executed IRS Form W-9 for the Service Award, and either the Settlement Administrator or Defendant shall issue the Class Representative an IRS Form 1099.

91. Class Representative acknowledges, represents, and warrants that she: (a) supports the Agreement as fair, adequate and reasonable to the Class, whether or not the Court appoints her as a Class Representative or awards her any Service Award; (b) has not asserted any individual, non-class claims against Defendant; (c) has not entered into any separate Agreement with Defendant for a release of any reserved claims; (d) has not received any additional consideration from Defendant that the Class is not in a position to receive should this Agreement be approved, other than the Service Award; (e) has read and considered this Agreement; and (f) she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claims, demands, actions, causes of action or rights released and discharged by this Agreement.

92. Class Counsel shall apply to the Court for payment of Attorneys' Fees and Expenses to be paid from the Maximum Settlement Fund as follows: (i) attorneys' fees in an amount not to exceed thirty-three and one-third (33.33%) percent of the Common Fund Portion of the Maximum Settlement Fund, or Thirty Five Thousand Eight Hundred Sixteen Dollars and Sixty Seven Cents (\$35,816.67); and (ii) unreimbursed litigation costs in an amount not to

exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). Defendant has agreed to take no position as to the entitlement to, or the amount of, Attorneys' Fees and Expenses so long as the total amount does not exceed the amounts identified in this paragraph.

93. Any Attorneys' Fees and Expenses awarded by the Court shall be deducted from the Maximum Settlement Fund and paid by the Settlement Administrator from the Escrow Account. Such payment will be in lieu of statutory fees Plaintiff and/or Class Counsel might otherwise have been entitled to recover from Defendant. Plaintiff and Class Counsel agree that Defendant shall not pay, or be obligated to pay, any amounts in excess of the Maximum Settlement Fund. Class Counsel shall provide the Settlement Administrator and Defendant with an executed IRS Form W-9 for the Attorneys' Fees and Expenses and either the Settlement Administrator or Defendant shall issue each Class Counsel an IRS Form 1099.

94. Attorneys' Fees and Expenses approved by the Court shall be paid at the same time as payment of the settlement benefit to Class Members under Paragraph 52, *supra*. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees and Expenses amongst Class Counsel and any other attorneys for Plaintiff, including Class Counsel. Defendant shall have no liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded, and, in the event that any dispute arises relating to the allocation of fees, Class Counsel agree to indemnify and hold Defendant, its counsel, and any Released Parties harmless from any and all such liabilities, costs, and expenses of such dispute.

95. Any petition for Attorneys' Fees and Expenses or for Class Representative Service Awards shall be filed at least sixteen court days (16) prior to the date set for Final Approval and made available for viewing and download on the Settlement Website. Updated or supplemental petition(s) by those making initial timely petitions only, limited to reporting new and additional professional time and expenses incurred in relation to the Agreement and administration process after the filing of the initial petition, shall be permitted to be filed after

that date to ensure that the new professional time, costs and expenses on a going-forward basis in the Litigation are fairly accounted for by the Court and remain compensable, subject to the Court's approval.

XV. GENERAL MATTERS AND RESERVATIONS

96. Class Counsel shall take all necessary Action to accomplish approval of the Agreement, the Class Notice, and entry of the Final Order and Final Judgment. The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Agreement, including without limitation in seeking preliminary and final Court approval of this Agreement, carrying out the terms of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Agreement. In the event that the Court fails to approve the Agreement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Agreement to cure any defect identified by the Court.

97. Plaintiff represents that she: (a) has agreed to serve as representative of the Class proposed to be certified herein; (b) is willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (c) has read the relevant pleadings in the Action, or understands the contents of such pleadings; (d) is generally familiar with the results of the fact-finding undertaken by Class Counsel; (e) has been kept apprised of Agreement negotiations among the Parties, and has either read this Agreement, including the exhibits annexed hereto, or has received a detailed and adequate description of it from Class Counsel, and has agreed to its terms; (f) has consulted with Class Counsel about the Action and this Agreement and the obligations imposed on representatives of the Class; (g) has authorized Class Counsel to execute this Agreement or any amendments thereto on her behalf; and (h) shall remain and serve as

representative of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiff and Class Representative cannot represent the Class.

98. Without affecting the finality of the Final Order and Final Judgment in any way and even after the Effective Date, pursuant to Code of Civil Procedure Section 664.6, the Court shall retain continuing jurisdiction over (a) implementation of the Agreement; and (b) the Parties for the purpose of enforcing and administering this Agreement.

99. The Parties acknowledge and agree that no opinion or advice concerning the tax consequences of the proposed Agreement to Class Members is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor are any representations or warranties in this regard made by virtue of this Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

100. Defendant represents and warrants the individual(s) executing this Agreement is/are authorized to enter into this Agreement on behalf of Defendant and to bind the Defendant to the terms, conditions, and obligations of this Agreement. Defendant represents and warrants the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal Agreement binding on Defendant and enforceable in accordance with its terms.

101. This Agreement, complete with its exhibits, sets forth the sole and entire Agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument of the Parties. The Parties expressly acknowledge that no other Agreements, arrangements, or understandings not expressed in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they

rely solely upon their judgment and knowledge. This Agreement supersedes any prior Agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

102. In the event that any of the benefits and/or obligations are implemented or completed prior to the Effective Date, the Parties expressly agree and hereby acknowledge that said benefits and/or obligations are a result of arm's-length negotiation and Agreement of this Action.

103. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California notwithstanding any conflict of laws issues.

104. Any disagreement and/or action to enforce this Agreement shall be commenced and maintained only in the Superior Court of the State of California for the County of Los Angeles.

105. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

106. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

107. Plaintiff, the Class, Class Counsel, Defendant and/or Defendant's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

108. The Parties expressly acknowledge and agree that this Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of California Evidence Code Section 1152. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Agreement or the resulting rights of the Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence of, an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Plaintiff, or the Class or as a waiver by the Released Parties, Plaintiff or the Class of any applicable privileges, claims or defenses.

109. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

110. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

111. This Agreement may be signed with a facsimile or PDF signature and in counterparts, each of which shall constitute a duplicate original.

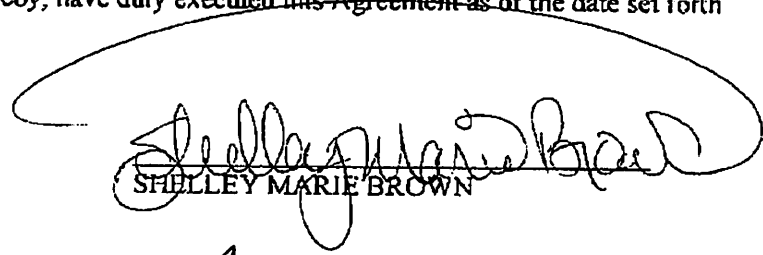
112. The terms “he” or “she” and “his” or “her” include “it” or “its” where applicable.

113. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision if Defendant's Counsel, on behalf of Defendant, and Class Counsel, on behalf of Plaintiff, Class Representative and the Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such Agreement shall be reviewed and approved by the Court before it becomes effective.


IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below.

Dated: 10/28/2021



SHELLEY MARIE BROWN

Dated: 10/28/21



PRESCOTT W. LITTLEFIELD
KEARNEY LITTLEFIELD, LLP
Attorneys for Plaintiff and the Class

Dated: _____

MARTIN DENISTON
WILSON ELSER MOSKOWITZ EDELMAN &
DICKER LLP
Attorneys for Defendant

Dated: _____

ALLIANCE RESIDENTIAL COMPANY, LLC

By: Michael Clow
Title: Senior Vice President

illegality, or unenforceability shall not affect any other provision if Defendant's Counsel, on behalf of Defendant, and Class Counsel, on behalf of Plaintiff, Class Representative and the Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement. Any such Agreement shall be reviewed and approved by the Court before it becomes effective.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below.

Dated: _____

SHELLEY MARIE BROWN

Dated: _____

PRESCOTT W. LITTLEFIELD
KEARNEY LITTLEFIELD, LLP
Attorneys for Plaintiff and the Class

Dated: October 29, 2021

Martin Deniston

MARTIN DENISTON
WILSON ELSER MOSKOWITZ EDELMAN &
DICKER LLP
Attorneys for Defendant

Dated: 10/29/2021

ALLIANCE RESIDENTIAL COMPANY, LLC



By: Michael Clow
Title: Senior Vice President

Exhibit A

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

Marie Brown, an individual, on behalf of
herself and all others similarly situated

Plaintiff,

v.

Alliance Residential Company, LLC,
And DOES 1 through 500, inclusive,

Defendant.

Case No. 19STCV18979

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S *UNOPPOSED* MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
DISMISSAL OF CERTAIN CLAIMS**

Dept. SSC 11
Assn'ed to Hon. David S. Cunningham

1 The Motion of Plaintiff Shelley Marie Brown (“Plaintiff”) for final approval of the class
2 action settlement came on regularly for hearing on _____, ____ at _____ in Department 11 of
3 the Los Angeles Superior Court, Spring Street Courthouse, the Honorable David S. Cunningham
4 presiding. Appearing for Plaintiff and Settlement Class Representatives (“Plaintiff”) were Class
5 Counsel: Andrew J. Kearney, and Prescott W. Littlefield of Kearney Littlefield, LLP and Kenneth
6 M. Lipton of the Law Offices of Kenneth M. Lipton. Appearing for Defendant, Alliance
7 Residential Company, LLC (“Defendant”) was Martin Deniston and/or _____ of
8 Wilson Elser Moskowitz Edelman & Dicker LLP. Plaintiff and Defendant are referred herein
9 together as the “Parties.”

10 On _____, _____, the Court entered an Order Granting Motion for Preliminary Approval
11 of Class Action Settlement (“Preliminary Approval Order”), preliminarily approving the proposed
12 settlement of this action pursuant to the terms of the First Amended Class Action Settlement
13 Agreement and Stipulation (the “Settlement Agreement”) and directing that Class Notice be given
14 to the members of the Settlement Class.

15 Having reviewed and considered the Motion, including the Settlement Agreement, (b) any
16 objections filed with the Court; (c) the Parties’ responses to any objections; (d) the argument of
17 counsel; (e) the Request for Dismissal and declaration of Prescott W. Littlefield in support thereof;
18 and (f) any oral presentations made at the Final Fairness Hearing, and good cause appearing
19 therefore, the Court hereby grants the Motion, and issues the following findings, determinations
20 and orders in this Order Granting Final Approval of Class Action Settlement (“Final Order”):

21 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 22 1. This Court, for purposes of this Final Order, adopts all defined terms as set forth in
23 the Settlement Agreement for all capitalized terms used herein, unless otherwise specified herein.
- 24 2. This Court has jurisdiction over the subject matter of the Action and over all claims
25 and causes of action raised therein and all Parties thereto, including the Settlement Class
26 Members.

1 3. The Court finally certifies, pursuant to California Code of Civil Procedure section
2 382, the following Settlement Class:

3 All prospective residential tenants of Defendant in the State of California who
4 paid Defendant a “holding fee,” who did not rent an apartment from Defendant
5 and who did not receive a refund of such holding fee at any time from May 30,
6 2015 through May 30, 2021.

7 4. The Settlement Class, which will be bound by this Final Order and the Final
8 Judgment to be entered forthwith, shall include and bind all Settlement Class Members, including
9 those who did not properly request exclusion pursuant to the Preliminary Approval Order and
10 Section IX of the Settlement Agreement. The members of the Class who requested exclusion
11 from the Settlement Class in accordance with the Preliminary Approval Order and Section IX of
12 the Settlement Agreement are identified on **Appendix 1** attached hereto.

13 5. The claims in the First Amended Complaint on behalf of the Screening Class are
14 hereby dismissed, with prejudice with respect to Plaintiff, and without prejudice with respect to
15 unnamed class members.

16 6. Plaintiff who was appointed the Settlement Class Representative pursuant to the
17 Preliminary Approval Order fairly and adequately represented the Settlement Class.

18 7. Class Counsel appointed pursuant to the Preliminary Approval Order fairly,
19 adequately, and competently represented the Class Members.

20 8. Class Notice to the Settlement Class was provided in accordance with the
21 Preliminary Approval Order and the Notice Plan set forth in Section VII of the Settlement
22 Agreement, and satisfied the requirements of due process, California Code of Civil Procedure
23 section 382, California Rules of Court 3.766 and 3.769, the California and United States
24 Constitutions, and any other applicable law. The Class Notice: (i) fully and accurately informed
25 Class Members about the lawsuit and proposed Settlement Agreement; (ii) provided sufficient
26 information so that Class Members were able to decide whether to accept the benefits offered, opt-
27 out and pursue their own remedies, or object to the Settlement Agreement; (iii) provided
28 procedures for Class Members to file written objections to the Settlement Agreement, to appear at
the Final Fairness Hearing, and to state objections to the Settlement Agreement; and (iv) provided

1 the time, date and place of the Final Fairness Hearing.

2 **9.** The Notice Plan set forth in Section VII Settlement Agreement and effectuated
3 pursuant to the Preliminary Approval Order constitutes the best notice practicable under the
4 circumstances and shall constitute due and sufficient notice to the Settlement Class of the
5 pendency of the Action, certification of the Settlement Class for settlement purposes only, the
6 terms of the Settlement Agreement, and the Final Fairness Hearing, and satisfies the requirements
7 of California law and federal due process of law.

8 **10.** The Settlement Agreement was arrived at following informed, arm's length,
9 adversarial negotiations conducted in good faith by Class Counsel and Defendant's Counsel,
10 facilitated by an experienced mediator, and is supported by a majority of the members of the
11 Settlement Class.

12 **11.** The Settlement Agreement was entered into in good faith, is fair, reasonable and
13 adequate, and satisfies the standards and applicable requirements for final approval of this class
14 action settlement under California law, including the provisions of California Code of Civil
15 Procedure section 382 and California Rules of Court, Rule 3.769, and is hereby finally approved.

16 **12.** The Parties shall effectuate the Settlement Agreement according to its terms. The
17 Settlement Agreement shall be deemed incorporated herein as if explicitly set forth herein.

18 **13.** Upon the Effective Date of the Final Judgment to be entered forthwith, Class
19 Representative, Plaintiff, and each Settlement Class Member, on behalf of themselves and any
20 other legal or natural persons who may claim by, through or under them, and all Class Members
21 not identified on **Appendix 1**, are deemed to have released and discharged Defendant and all other
22 Released Parties from all Released Claims under the Settlement Agreement.

23 **14.** Settlement Class Members, Class Representative, and Plaintiff, on behalf of
24 themselves and any other legal or natural persons who may claim by, through or under them, are
25 hereby permanently enjoined and barred from asserting, instituting, or prosecuting, either directly
26 or indirectly, any Released Claim against any of the Released Parties.

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1 **15.** This Final Order, the Settlement Agreement, and the settlement which it reflects,
2 and any and all acts, statements, documents or proceedings relating to the Settlement Agreement
3 are not, and shall not be construed as, or used as an admission by or against Defendant or any
4 Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any
5 Released Claim or of the existence or amount of any damages.

6 **16.** Defendant shall pay the Maximum Settlement Fund in the amount of ONE
7 HUNDRED TEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$110,950.00) to the
8 Escrow Account as required under, and according to the timelines set forth in Section VI of the
9 Settlement Agreement.

10 **17.** The Court approves the Administration Expenses in the amount of \$_____.
11 The Settlement Administrator shall be paid Administration Expenses in the total amount of
12 \$_____, out of the Escrow Account and in accordance with Section VIII of the
13 Settlement Agreement.

14 **18.** An award of \$_____ in attorneys' fees and \$_____ in
15 costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's
16 experience and efforts in prosecuting this Action, and the benefits obtained for the Class. Class
17 Counsel is hereby awarded Attorneys' Fees and Expenses in the amount of
18 \$_____. The Attorneys' Fees and Expenses hereby awarded shall be paid by
19 the Settlement Administrator from the Escrow Account as required under, and according to the
20 timelines set forth in, Section XIV of the Settlement Agreement.

21 **19.** A Service Award to the Class Representative in the amount of \$_____ is fair
22 and reasonable in light of: (a) Plaintiff's risks (including financial, professional, and emotional) in
23 commencing this action as the class representative; (b) the time and effort spent by Plaintiff in
24 litigating this action as the class representative; and (c) Class Representative's public interest
25 service. The Class Representative is hereby awarded \$_____ as a Service Award. This
26 amount shall be paid by the Settlement Administrator from the Escrow Account as required under,
27 and according to the timelines set forth in, Section XIV of the Settlement Agreement.

1 **20.** The Settlement Administrator shall distribute all Settlement Benefits to Class
2 Members, as set forth in Section VI of the Settlement Agreement.

3 **21.** Plaintiff, Class Representative, and the Settlement Class, on the one hand, and
4 Defendant, on the other hand, shall take nothing further from the other side except as expressly set
5 forth in the Settlement Agreement and this Final Approval Order.

6 **22.** This Final Order does not constitute an expression by the Court of any opinion or
7 determination as to the merit or lack thereof of any of the Plaintiff's claims or Defendant's
8 defenses. This Final Approval Order is not an admission or indication of any the validity of any
9 claim by Defendant in this action or of any liability, wrongdoing, or violation of any law.

10 **23.** The Parties are authorized to the implement the terms of the Settlement Agreement
11 as provided in this Final Order of the Effective Date of the Final Judgment to be entered forthwith.

12 **24.** Pursuant to California Code of Civil Procedure section 664.6, and Rule 3.769(h) of
13 California Rules of Court, and without effecting the finality of the Final Judgment, the Court
14 reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, the Class Members,
15 and Defendant for purposes of administrating, consummating, enforcing, and interpreting the
16 Settlement Agreement, this Final Order, and the Final Judgment, and to issue related orders
17 necessary to effectuate final approval of the Settlement Agreement.

18 **25.** The Court finds that there is no reason for delay in entering Final Judgment in this
19 Action. The Court directs the Clerk to enter the Final Judgment as of the date of this Final Order.

20 **26.** The Court is directed to enter this Final Order forthwith.

21 **27.** The Administrator must submit a declaration confirming final pay out on or before
22 _____.

23 **IT IS SO ORDERED.**

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25 Dated: _____

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JUDGE OF THE SUPERIOR COURT

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APPENDIX 1

Excluded Class Members:

Exhibit A - 1

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

Marie Brown, an individual, on behalf of
herself and all others similarly situated

Plaintiff,

v.

Alliance Residential Company, LLC,
And DOES 1 through 500, inclusive,

Defendant.

Case No. 19STCV18979

CLASS ACTION

[PROPOSED] FINAL JUDGMENT

Dept. SSC 11
Assn'ed to Hon. David S. Cunningham

1 WHEREAS, this matter came before the Court for hearing on _____, ____ at _____ in
2 Department 11 of the Los Angeles Superior Court, Spring Street Courthouse, the Honorable David
3 S. Cunningham presiding (“Final Fairness Hearing”), in accordance with the: (i) Order Granting
4 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”)
5 entered on _____; and (ii) Plaintiff’s Motion for Final Approval of Class Action
6 Settlement seeking approval of the settlement set forth in the First Amended Class Action
7 Settlement Agreement and Stipulation (“Settlement Agreement”);

8 WHEREAS, the Court, having considered all papers filed in this Action and oral
9 arguments of counsel in this Action and those appearing at the Final Fairness Hearing, and
10 otherwise being fully informed, and good cause appearing thereon;

11 WHEREAS, on _____, this Court gave final approval to the Settlement
12 Agreement in its Order Granting Final Approval of Class Action Settlement (“Final Order”);

13 WHEREAS, all capitalized terms used herein shall have the same meaning as the defined
14 terms in the Settlement Agreement, unless otherwise specified herein.

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

16 1. This Court has jurisdiction over the subject matter of the Action, this litigation, and
17 all Parties to the Action, including all Settlement Class Members.

18 2. The Settlement Class is hereby certified pursuant to California Code of Civil
19 Procedure section 382 as follows:

20 All prospective residential tenants of Defendant in the State of California who
21 paid Defendant a “holding fee,” who did not rent an apartment from Defendant
22 and who did not receive a refund of such holding fee at any time from May 30,
2015 through May 30, 2021.

23 3. Excluded from the Action, this litigation, and the Settlement Class are those
24 persons who submitted valid and timely requests for exclusion pursuant to the Preliminary
25 Approval Order as identified in Appendix 1 of the Final Order. Attached to this Final Judgment as
26 **Appendix 1** hereto is a list of all such persons excluded from the Settlement Class and this Final
27 Judgment.

1 **4.** This Court hereby enters judgment pursuant to the terms and conditions set forth in
2 the Final Order, and the Plaintiff, Class Representative, and Settlement Class Members shall take
3 nothing except as provided in the Settlement Agreement and Final Order.

4 **5.** Plaintiff and Settlement Class Representative (Shelly Marie Brown) fairly and
5 adequately represented the Settlement Class.

6 **6.** Class Counsel (Thomas A. Kearney, Andrew J. Kearney, and Prescott W.
7 Littlefield of Kearney Littlefield, LLP and Kenneth M. Lipton of The Law Offices of Kenneth M.
8 Lipton) fairly, adequately, and competently represented the Class Members.

9 **7.** The Parties shall take all steps necessary and appropriate to effectuate the terms of
10 the Settlement Agreement and provide Settlement Class Members with the benefits to which they
11 are entitled under the Settlement Agreement and pursuant to the Final Order.

12 **8.** Defendant, Alliance Residential Company, LLC (“Defendant”), shall pay the
13 Maximum Settlement Fund in the amount of ONE HUNDRED TEN THOUSAND NINE
14 HUNDRED FIFTY DOLLARS (\$110,950.00) to the Escrow Account as provided under the
15 Settlement Agreement and pursuant to the Final Order.

16 **9.** The Class Representative shall be awarded \$_____ as a Service Award in her
17 capacity as a representative Plaintiff in the Action. Such funds shall be paid out of the Escrow
18 Account as provided under the Settlement Agreement and pursuant to the Final Order.

19 **10.** Class Counsel shall be awarded Attorneys’ Fees and Expenses in the amount of
20 \$_____ in attorneys’ fees and \$_____ in costs, which amounts are
21 approved as fair and reasonable, and in accordance with the terms of the Settlement Agreement.
22 Such funds shall be paid out of the Escrow Account as provided under the Settlement Agreement
23 and pursuant to the Final Order.

24 **11.** The Court approves payment of Administration Expenses to the Settlement
25 Administrator in the amount of \$_____. The Administration Expenses shall be paid out
26 of the Escrow Account as provided under the Settlement Agreement and pursuant to the Final
27 Order. The Maximum Settlement Fund shall be transferred from Defendant to the Escrow
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1 Account as provided under the Settlement Agreement and pursuant to the Final Order.

2 **12.** The Settlement Administrator shall issue the Settlement Benefit as provided under
3 the Settlement Agreement and pursuant to the Final Order.

4 **13.** The Court hereby approves the Settlement Agreement and finds that it is, in all
5 respects, fair, reasonable, and adequate to the Settlement Class.

6 **14.** Class Notice disseminated to the Class pursuant to the Preliminary Approval Order
7 and Notice Plan under the Settlement Agreement was the best notice practicable under the
8 circumstances. The Class Notice provided due and adequate notice of those proceedings and
9 matters set forth therein, including the proposed Settlement Agreement, to all persons entitled to
10 such notice, and the Class Notice fully satisfied the requirements of the requirements of due
11 process, California Code of Civil Procedure section 382, California Rules of Court, Rules 3.766
12 and 3.769, the California and United States Constitutions.

13 **15.** Upon the Effective Date of this Final Judgment, Plaintiff, Class Representative, and
14 each Settlement Class Member, on behalf of themselves and any other legal or natural persons
15 who may claim by, through or under them, and all Class Members who are not identified in
16 Appendix 1 attached hereto, are deemed to have released and discharged Defendant and all other
17 Released Parties from all Released Claims under the Settlement Agreement and pursuant to the
18 Final Order. Settlement Class Members, Class Representative, and Plaintiff, on behalf of
19 themselves and any other legal or natural persons who may claim by, through or under them, are
20 hereby permanently enjoined and barred from asserting, instituting, or prosecuting, either directly
21 or indirectly, any Released Claim against any of the Released Parties.

22 **16.** Pursuant to the Settlement Agreement, California Code of Civil Procedure
23 section 664.6, and Rule 3.769(h) of the California Rules of Court, this Court retains exclusive
24 jurisdiction over this Action, Plaintiff, the Class Members, and Defendant to enforce the terms of
25 the Settlement Agreement and this Final Judgment.

26 **17.** This Final Judgment shall constitute a judgment for purposes of Rule 3.769(h) of
27 the California Rules of Court.

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18. The Court is directed to enter this Final Judgment forthwith.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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APPENDIX 1

Excluded Class Members:

Exhibit B

Marie Brown v. Alliance Residential Company, LLC
Case No. 19STCV18979

If you paid a holding fee to Alliance Residential Company, LLC in connection with an application to rent an apartment, did not rent the apartment, but did not receive a refund of your holding fee, a class action settlement may affect your rights.

A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of Los Angeles (“Action”). If the Court gives final approval to the Settlement, Alliance Residential Company, LLC (“Defendant”) will provide, for each Settlement Class Member a Settlement Benefit of approximately **XXXXXX**.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	If you received direct notice of this settlement via postcard or email , you do not need to do anything to receive a settlement benefit, but you will also give up your right to be part of any other lawsuit about the legal claims in this case.	N/A
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a benefit under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Defendant regarding the allegations in the Action ever again.	Deadline: _____
OBJECT	You may send a written objection explaining why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Sending an objection does not exclude you from the Settlement.	Deadline: _____
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs’ request for a service award for bringing the Action.	Hearing Date and Time: _____

These rights and options—**and the deadlines to exercise them**—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and shall decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ##

1. Why did I get a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT ##

7. What relief does the Settlement provide to the Class Members?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS..... ##

8. Do I have a lawyer in this case?
9. How will the lawyers be paid?
10. Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS..... ##

11. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

12. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ##

13. How do I tell the Court that I disagree with the Settlement?
14. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING..... ##

15. What is the Fairness Hearing?
16. When and where is the Fairness Hearing?
17. May I speak at the hearing?

ADDITIONAL INFORMATION.....##

- 18. How do I get more information?
- 19. What if my address or other information has changed or changes after I submit a written objection to the Settlement or Request to be excluded from the Class?

BACKGROUND INFORMATION

1. Why did I get a notice?

You received a notice because a Settlement has been reached in this Action. According to Defendant’s records you are a member of the Settlement Class and eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), visit the Settlement Website at XXXXXXXXXX.

2. What is this lawsuit about?

Plaintiff Shelley Marie Brown (“Representative Plaintiff”) filed a lawsuit against Defendant on behalf of herself and all others similarly situated. The lawsuit alleges Defendant failed to refund holding fees to applicants who did not rent an apartment from Defendant in violation of California law.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Representative Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 18 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued is called the Defendant.

4. Why is there a Settlement?

The Representative Plaintiff has made claims against Defendant. Defendant denies that

it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or Defendant should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All prospective residential tenants of Defendant in the State of California who paid Defendant a “holding fee,” who did not rent an apartment from Defendant and who did not receive a refund of such holding fee at any time from May 30, 2015 through May 30, 2021.

If you received notice of this Settlement via a postcard in the mail or via email, the Defendant’s records show that you are a member of the Class.

6. *I’m still not sure if I am included.*

If you are still not sure whether you are included, you can call Class Counsel for help. The contact information for Class Counsel is: Prescott W. Littlefield, Esq., (213) 473-1900.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

Under the Agreement, Defendant has agreed to establish a Maximum Settlement Fund of \$110,950. The Maximum Settlement Fund will be used to provide Class Members with a one-time payment of approximately **XXXX**. This amount is calculated by taking the Maximum Settlement Fund and subtracting anticipated Class Counsel’s attorneys’ fees (estimated at \$35,816.67), actual litigation costs, not to exceed \$12,500, administration expenses of \$7,000, and Class Representative Enhancement award of \$5,000. The remaining amount, approximately \$50,633.33 is to be divided by the total number of Class Members, approximately 248, for an average settlement amount of **XXXXXX**. If you do not opt-out of this settlement, you will automatically receive your share of the settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

8. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Kearney Littlefield, LLP and The Law Offices of Kenneth M. Lipton (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. *How will the lawyers be paid?*

Class Counsel will seek for the Court to award of up to \$35,816.67 in attorney's fees and no more than \$12,500.00 in costs. You will not be required to pay any attorneys' fees or costs. Please see Section XIV of the Settlement Agreement, available at [WEBSITE](#), for additional details.

10. *Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?*

Representative Plaintiff will request a service award of up to \$5,000 for her services as class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representatives.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

11. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing any claims you might have against Defendant. Specifically, you will be bound by the release and waiver in Section XI of the Settlement Agreement and will release, and be precluded from instituting a new action against Defendant relating to, the following Released Claims: all claims, demands, actions, obligations, rights, liabilities and/or causes of action of whatever kind or nature, in law or in equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including but not limited to damages, costs, expenses, penalties, injunctive relief, restitution, punitive damages, expert fees, and attorneys' fees arising from and/or related to the facts alleged or could have been alleged against Released Parties in the Complaint, including Defendant's retention of a "holding fee" received from applicants that were asserted in the Action, or that are based on the facts alleged in the Action with respect to the "holding fee" claims by the Releasing Parties against the Released Parties from May 30, 2015 to May 30, 2021.

12. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating which includes: (a) your name, address, and telephone number; (b) reference *Marie Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979 and (c) clearly state that you desire to be excluded from the Class, not participate in the Agreement and not receive

any Agreement benefits. The letter or postcard must be postmarked no later than [REDACTED] and sent to the Claims Administrator at:

Brown v. Alliance Residential Company, LLC.

c/o [CLAIM ADMIN]
[REDACTED]
[REDACTED]

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive any benefit under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action.

13. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 15 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you may provide a written objection to the Settlement Administrator, at the addresses set forth below, no later than (*i.e.*, postmarked by) _____.

Brown v. Alliance Residential Company, LLC.

c/o [CLAIM ADMIN]
[REDACTED]
[REDACTED]

Any written objections should contain: (a) the full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (d) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (e) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference *Marie Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979 on the envelope and written objection.

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense.

14. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

15. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service award to the Representative Plaintiff. You may attend, but you do not have to.

16. *When and where is the Fairness Hearing?*

On [REDACTED], at [REDACTED] a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable David S. Cunningham in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The hearing may be postponed to a different date or time or location without notice. Please check [REDACTED].com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

17. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

18. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint

filed in the Action, please visit the Settlement website located at: [REDACTED].
Alternatively, you may contact the Settlement Administrator at the email address [REDACTED] or the U.S. postal (mailing) address: [REDACTED].

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit the Clerk's office at [REDACTED]. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

19. *What if my address or other information has changed or changes after I submit a Claim, Written Objection to the Settlement or Request to be excluded from the Class?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Brown v. Alliance Residential Company, LLC.

c/o [CLAIM ADMIN]

[REDACTED]

[REDACTED]

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

PLEASE TAKE NOTE. THE LOS ANGELES SUPERIOR COURT CURRENTLY HAS RESTRICTIONS RELATED TO THE COVID-19 PANDEMIC. WHILE THESE MAY CHANGE OVER TIME, FOR THE MOST RECENT UPDATES, PLEASE VISIT www.lacourt.org. ACCESS TO COURTROOMS AND OTHER RESTRICTIONS MAY BE IN PLACE AND WILL BE ENFORCED. PLEASE CHECK WITH THE COURT'S WEBSITE IF YOU INTEND TO APPEAR IN OR VISIT THE COURT.

Exhibit C

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

Marie Brown, an individual, on behalf of
herself and all others similarly situated

Plaintiff,

v.

Alliance Residential Company, LLC,
And DOES 1 through 500, inclusive,

Defendant.

Case No. 19STCV18979

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S *UNOPPOSED* MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Dept. SSC 11
Assn'ed to Hon. David S. Cunningham

1 The Motion by Plaintiff Shelley Marie Brown (“Plaintiff”) for an Order preliminarily
2 approving a proposed Settlement and provisional class certification under California Rule of Court
3 3.769(c) and (d) came on regularly for hearing on _____, 2021, at _____ in Department
4 11 of the Los Angeles Superior Court, Spring Street Courthouse, the Honorable David S.
5 Cunningham presiding. Appearing for Plaintiff and Settlement Class Representatives were Class
6 Counsel: Andrew J. Kearney, and Prescott W. Littlefield of Kearney Littlefield, LLP and Kenneth
7 M. Lipton of the Law Offices of Kenneth M. Lipton. Appearing for Defendant, Alliance
8 Residential Company, LLC (“Defendant”) was Martin Deniston [and/or _____] of
9 Wilson Elser Moskowitz Edelman & Dicker LLP. Plaintiff and Defendant are referred herein
10 together as the “Parties.”

11 Having reviewed and considered the Motion, including the First Amended Class Action
12 Settlement Agreement and Stipulation (“Settlement”), the papers filed in connection with the
13 Motion and the argument of counsel, and good cause appearing therefore, IT IS HEREBY
14 ORDERED that the Motion is granted, on the following terms and conditions:

15 1. The capitalized terms used in this Preliminary Approval and Provisional Class
16 Certification Order (“Preliminary Approval Order”) shall have the same meaning as the defined
17 terms in the Settlement Agreement, unless otherwise specified.

18 2. The Court preliminary finds that the Settlement falls within the range of possible
19 approval as fair, reasonable and adequate, subject to further consideration by the Court at the time
20 of the Final Fairness Hearing.

21 3. The Court finds that the Long-Form Notice and Summary Notice: (a) constitute the
22 best notice practicable under the circumstances, (b) constitute valid and sufficient notice to all
23 members of the Class, and (c) comply fully with the requirements of California Code of Civil
24 Procedure § 382, Rules 3.766 and 3.769 of the California Rules of Court, the California and
25 United States Constitutions, and other applicable law.

26 4. The Court, for purposes of this Settlement only, finds that the Class is so numerous
27 that joinder of all Class Members is impracticable, Plaintiff’s claims are typical of the Class’s
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1 claims, there are questions of law and fact common to the Class, which predominate over any
2 questions affecting only individual Class Members, and Class certification is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 **5. Settlement Approval.** The Settlement Agreement, including the Long-Form
5 Notice and Summary Notice attached to the Settlement Agreement as Exhibit B and Exhibit D
6 respectively are preliminarily approved.

7 **6. Provisional Certification.** The Class is provisionally certified, for settlement
8 purposes only, as a class of all prospective residential tenants of Defendant in the State of
9 California who paid Defendant a “holding fee,” who did not rent an apartment from Defendant and
10 who did not receive a refund of such holding fee at any time from May 30, 2015 through May 30,
11 2021.

12 **7. Appointment of Class Representative and Class Counsel.** Plaintiff Shelley
13 Marie Brown (“Plaintiff”) is conditionally certified as the class representative to implement the
14 Settlement Agreement in accordance with its terms. Thomas A. Kearney, Andrew J. Kearney, and
15 Prescott W. Littlefield of Kearney Littlefield, LLP and Kenneth M. Lipton, The Law Offices of
16 Kenneth M. Lipton, are conditionally appointed as Class Counsel. Plaintiff and Class Counsel
17 shall fairly and adequately protect the Class’s interests.

18 **8. Appointment of Settlement Administrator.** The Court approves Phoenix Class
19 Action Administration Solutions, LLC as the Settlement Administrator. The Settlement
20 Administrator shall comply with the terms and conditions of the Settlement Agreement in carrying
21 out its duties pursuant to the Settlement Agreement.

22 **9. Provision of Class Notice.** The Settlement Administrator shall disseminate Class
23 Notice as provided in the Notice Plan in Section VII of the Settlement Agreement. The costs of
24 such notice shall be paid out of the Escrow Account funded by the Maximum Settlement Fund as
25 set forth pursuant to the terms and conditions of the Settlement Agreement. The Notice Date shall
26 be no later than thirty (30) days after the issuance of this Preliminary Approval Order.

27

28

1 **10. Requesting Exclusion.** A Class Member may elect to be excluded from the
2 Settlement Class and to not be bound by the Settlement Agreement. To make this election, a Class
3 Member must mail a written request for exclusion to the Settlement Administrator at the address
4 provided in the Long-Form Notice, postmarked by the Exclusion Deadline ordered by the Court in
5 the Preliminary Approval Order. The request must (a) state the Class Member's name, address,
6 and telephone number; (b) reference *Marie Brown v. Alliance Residential Company, LLC*, Case
7 No. 19STCV18979; and (c) clearly state that the Class Member wants to be excluded from the
8 Class, not participate in the Agreement and not receive any Agreement benefits, and otherwise
9 comply with the terms stated in the Long-Form Notice and Preliminary Approval Order. All Class
10 Members will be by bound by the Final Order and Final Judgment unless such Class Members
11 timely file valid written requests for exclusion or opt out in accordance with this Preliminary
12 Approval Order.

13 **11. Objection to Settlement.** Any Class Member who has not submitted a written
14 exclusion request pursuant to paragraph 10 above and who wishes to object to the fairness,
15 reasonableness, or adequacy of this Settlement Agreement or the proposed Settlement Agreement,
16 or to the award of Attorneys' Fees and Expenses, or to award of Service Awards to the Class
17 Representative(s), must mail a written statement, describing the Class Member's objections in the
18 specific manner set forth in this Section (below), to the Settlement Administrator at the address
19 provided in the Long-Form Notice. The objection must be postmarked by the Objection Deadline
20 ordered by the Court in this Preliminary Approval Order. Any such objection shall include: (a) the
21 full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the
22 objection, including any legal support the Class Member wishes to bring to the Court's attention;
23 (d) copies of any evidence or other information the Class Member wishes to introduce in support
24 of the objections; (e) a statement of whether the Class Member intends to appear and argue at the
25 Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference
26 *Marie Brown v. Alliance Residential Company, LLC*, Case No. 19STCV18979 on the envelope
27 and written objection.

1 **12. Failure to Object to Settlement.** Class Members who do not object to the
2 proposed Settlement Agreement in the manner specified in paragraph 11 above will: (a) be
3 deemed to have waived their right to object to the Settlement Agreement; and (b) be foreclosed
4 from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to
5 the Settlement Agreement.

6 **13. Final Fairness Hearing.** A Final Fairness Hearing shall be held before this Court
7 on _____, _____ at _____, before the Honorable David S. Cunningham in Department 11
8 of the Los Angeles Superior Court, Spring Street Courthouse, located at located at 312 Spring
9 Street, Los Angeles CA 90012, to determine whether the Settlement Agreement should be finally
10 approved as fair, reasonable, and adequate.

11 **14.** Class Counsel shall file and serve papers in support of its Motion for Attorneys’
12 Fees, Costs, and Service Awards no later than sixteen (16) Court days before the Final Fairness
13 Hearing. Such a motion shall not exceed twenty-five (25) pages in length.

14 **15.** Class Counsel shall file and serve papers in support of final approval of the
15 Settlement Agreement no later than sixteen (16) Court days before the Final Fairness Hearing.
16 Such a motion shall not exceed twenty-five (25) pages in length.

17 **16.** The Settlement Administrator shall serve on Class Counsel and the Defendant’s
18 Counsel a declaration: (i) attaching a list of those persons who timely opted out or excluded
19 themselves from the Settlement Agreement; (ii) attaching a list of those persons who timely
20 objected to the Settlement Agreement, along with a copy of their written objections; and (iii)
21 providing an accounting reflecting the Administration Expenses incurred as of that time and the
22 amount of additional Administration Expenses expected to be incurred for which the Settlement
23 Administrator will seek to be reimbursed from the Maximum Settlement Fund via the Escrow
24 Account no later than 60 days after the Notice Date.

25 **17.** The Settlement Administrator shall provide a declaration to the Parties outlining
26 the scope, method, and results of the Notice Plan set forth in Section VII of the Settlement
27 Agreement, and requested Administration Expenses no later than 60 days after the Notice Date.

28

1 **18.** The Parties may file replies/responses to objections and supplemental papers to any
2 motion or petition on _____ or no later than seven (7) calendar days before the Final
3 Fairness Hearing.

4 **19.** Based on the date of this Order and the date of the Fairness Hearing, the following
5 are the certain associated dates in this Settlement:

Event	Timing	Date
Last day for Defendant, through the Settlement Administrator, to send Summary Notice and activate the Settlement Website	30 days after entry of this Preliminary Approval Order	
Last day for Plaintiffs and Class Counsel to file and serve a Motion for Attorneys' Fees, Costs, and Service Awards	16 Court days before Fairness Hearing	
Last day for Class Members to request exclusion or object to the Settlement	90 days after sending of Notice	
Last day to file motion for final approval of the Settlement Agreement.	16 Court days before Fairness Hearing	
Last day to file replies or responses to objections and supplemental papers to any motion for final approval or Motion for Attorneys' Fees, Costs, and Service Awards.	7 days before the Final Fairness Hearing	

21
22 **20.** This Court may order the Fairness Hearing to be postponed, adjourned, or
23 continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but
24 other than the website posting, the Parties will not be required to provide any additional notice to
25 Class Members.

26 **21.** If the proposed Settlement Agreement is finally approved, the Court shall enter a
27 separate order finally approving the Settlement Agreement and entering judgment. The form of
28

1 the Final Order and Final Judgment attached to the Settlement Agreement as Exhibit A is
2 preliminarily approved.

3 **22.** The Parties are hereby ordered, pursuant to the terms and conditions of the
4 Settlement Agreement, to take all necessary and appropriate steps to establish the means to
5 implement the Settlement Agreement.

6 **23. Stay of Dates and Deadlines.** Pending the Final Fairness Hearing, all discovery
7 and pretrial proceedings and deadlines in this Action are stayed and suspended until further notice
8 from the Court, except for such actions as are necessary to implement the Settlement Agreement
9 and this Preliminary Approval Order.

10 **24. Termination.** If the Settlement Agreement terminates for any reason, the
11 following will occur: (a) this Preliminary Approval Order and all of its provisions will be vacated
12 by its own terms, including, but not limited to, vacating conditional certification of the Class,
13 conditional appointment of Plaintiff as class representative, and conditional appointment of
14 Plaintiff's Counsel as Class Counsel; (b) the Action will revert to the status that existed before
15 Plaintiffs filed their motion for approval of the Preliminary Approval Order; and (c) no term or
16 draft of the Agreement, or any part of the Parties' settlement discussions, negotiations or
17 documentation will have any effect or be admissible into evidence for any purpose in the Action or
18 any other proceeding. This Preliminary Approval Order will not waive or otherwise impact the
19 Parties' rights, defenses, or arguments in this Action.

20 **25. No Admissions.** Nothing in this Preliminary Approval Order is, or may be
21 construed as, an admission or concession on any point of fact or law by or against any Party.

22 **IT IS SO ORDERED.**

23 Dated: _____

24 JUDGE OF THE SUPERIOR COURT

Exhibit D

Marie Brown v. Alliance Residential Company, LLC
Case No. 19STCV18979

IF YOU PAID A HOLDING FEE TO ALLIANCE RESIDENTIAL COMPANY, LLC IN CONNECTION WITH AN APPLICATION TO RENT AN APARTMENT, DID NOT RENT THE APARTMENT, BUT DID NOT RECEIVE A REFUND OF YOUR HOLDING FEE, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why did I get this notice? You received a notice because a Settlement has been reached in this Action. According to Defendant's records you are a member of the Settlement Class and eligible for the relief detailed below.

All individuals who receive this notice have been deemed by the Parties to be a "Class Member." The purpose of this Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Shelley Marie Brown ("Representative Plaintiff") filed a lawsuit against Defendant on behalf of herself and all others similarly situated. The lawsuit alleges Defendant failed to refund holding fees to applicants who did not rent an apartment from Defendant in violation of California law.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

No court has decided which side is right. But both sides agreed to provide benefits to Class Members and resolve the case.

What relief does the Settlement provide? Under the Agreement, Defendant has agreed to establish a Maximum Settlement Fund of \$110,950. The Maximum Settlement Fund will be used to provide Class Members with a one-time payment of approximately [REDACTED]. This amount is calculated by taking the Maximum Settlement Fund and subtracting anticipated Class Counsel's attorneys' fees (estimated at \$35,816.67), actual litigation costs, not to exceed \$12,500, administration expenses of [REDACTED], and Class Representative Enhancement award of \$5,000. The remaining amount, approximately [REDACTED] is to be divided by the total number of Class Members, approximately 248, for an average settlement amount of [REDACTED]. You do not need to do anything to receive your portion of the settlement.

What are my other options? If you don't want to be legally bound by the Settlement, you shall exclude yourself by [REDACTED] or you won't be able to sue the Defendant about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a benefit from this Settlement. If you stay in the Settlement, you may object to it by [REDACTED]. The detailed notice available at [REDACTED] explains how to request exclusion or object. The Court will hold a hearing on [REDACTED] at [REDACTED] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for an award of award of up to \$35,816.67 in attorney's fees and no more than \$12,500.00 in costs, and for the Class

Representative's request for a service award of up to \$5,000 for her services. You may appear at the hearing, but you don't have to.

What am I giving up if I stay in the Class? If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, all Class Members will be legally bound by the Settlement and will release claims against Defendant relating to holding fees that were not refunded. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website [REDACTED] contains the full terms of the release.

Fairness Hearing. A Final Fairness Hearing will be held on [REDACTED], at [REDACTED], before the Honorable David S. Cunningham in Department 11 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 Spring Street, Los Angeles CA 90012, to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, visit [REDACTED]. You may also write to the Settlement Administrator at the email address [REDACTED] or the postal address [REDACTED].