

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered between Defendant WASH Multifamily Laundry Systems, LLC, (“Defendant”) and Plaintiffs Sherman Grove Apartments, LLC, Berendo Hollywood Apartments, LP, and Queen’s Gate Residential, LLC (“Plaintiffs”), on their own behalf and on behalf of a putative class and each of its Class Members (as defined herein) in *Sherman Grove Apartments et al. v. WASH Multifamily Laundry Systems, LLC*, Los Angeles County Superior Court Case No. 18STCV00129 (“the Litigation”) with the assistance of counsel. Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.” The Parties agree that the Litigation and the Released Claims (as defined herein) shall be fully and finally compromised, settled and released, and dismissed with prejudice and/or final judgment entered upon the terms and conditions as set forth herein.

I. **DEFINITIONS**

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

1. **Administration Costs**: The costs incurred by the Settlement Administrator in providing notice, communicating with Class Members, disbursing the Settlement Fund and otherwise administering this Settlement. All Administration Costs, including the costs associated with the mailing of the Class Notice, shall be paid from the Settlement Fund. If the Settlement does not become Final, Plaintiffs shall be responsible for the Administration Costs.

2. **Agreement, Settlement Agreement, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”

3. **Attorneys’ Fee and Cost Award**: The amount that the Court awards to Plaintiffs as reasonable attorneys’ fees and recoverable litigation costs in this matter.

Plaintiffs will request that the Court award attorneys' fees not to exceed \$6 million and costs at the same time that it files the motion for Final Approval of the settlement. The Attorneys' Fee and Cost Award shall be paid from the Settlement Fund.

4. **Class or Settlement Class:** All current and former WASH landlords that were assessed and/or subject to the TSRE Fee who have not received a complete refund of the TSRE Fee from WASH. Excluded from the Settlement Class are all:

(i) individuals and entities who have entered into a settlement agreement with WASH that releases claims related to the TSRE Fee; and (ii) persons who properly execute and file a timely Request for Exclusion from the Settlement Class.

5. **Class Counsel:** Attorneys Jeffrey A. Koncius and Cherisse H.A. Cleofe, Kiesel Law LLP, and Michael C. Lieb and Andrew Peterson, Ervin Cohen & Jessup LLP.

6. **Class Data:** The information Defendant will provide to the Settlement Administrator as defined in Section III.10.b(1).

7. **Class Member or Settlement Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.

8. **Class Notice or Notice:** The Notice of Proposed Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

9. **Class Representatives or Plaintiffs:** Sherman Grove Apartments, LLC, Berendo Hollywood Apartments, LP, and Queen's Gate Residential, LLC will ask the Court to be approved as the Class Representatives. Defendant will not oppose this request.

10. **Confidential Supplemental Agreement:** The agreement so entitled and signed between the Parties concurrently herewith.

11. **Counsel for Defendant:** Attorneys Sarah Crooks, Heidee Stoller, Don Kula, and Alisha Burgin of Perkins Coie LLP.

12. **Court**: The State of California, Los Angeles County Superior Court, acting in Case No. 18STCV00129.

13. **Defendant**: WASH Multifamily Laundry Systems, LLC.

14. **Effective Date**: The date when the Settlement Agreement becomes Final.

15. **Request for Exclusion**: Election not to participate or opt-out statement by a Class Member, as described further in Section III.10.d.

16. **Final**: “Final” means the Final Approval Order and Judgment has been entered on the docket, and: (a) the time to appeal from such Final Approval Order and Judgment has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order and Judgment; or (c) the Court following the resolution of the appeal enters a further order approving settlement on the material terms set forth herein and in the Final Approval Order and Judgment, and either no further appeal is taken from such Final Approval Order and Judgment or any such appeal results in affirmation of such Final Approval Order and Judgment.

17. **Final Approval or Final Approval Order and Judgment**: “Final Approval” or “Final Approval Order and Judgment” means the final order and judgment entered by the Court finally approving this Agreement and entering judgment, which will be substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.

18. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary Eighteen Million Dollars and Zero Cents (\$18,000,000.00) paid to a Settlement Fund. This is the maximum gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Class Members; (2) the Attorneys’ Fee and Cost Award to Class Counsel, as approved by the Court; (3) any special compensation to the Plaintiffs

and the named plaintiffs in the Other Pending Actions; and (4) Administration Costs. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

19. Individual Settlement Percentage and Individual Settlement Share(s):

The percentage of the Net Settlement Amount and the total amount payable to each Class Member under the terms of this Settlement Agreement, as set out in Section III.7.a.

20. Net Settlement Amount or NSA: The total amount of money available for payout to Class Members, which is the GSA less the Attorneys' Fee and Cost Award, any special compensation to the Plaintiffs and the named plaintiffs in the Other Pending Actions, and Administration Costs. In other words, the NSA is the portion of the GSA remaining in the Settlement Fund that will be distributed to Class Members.

21. Other Pending Actions: Any other action, including a putative class action, filed on behalf of a WASH landlord related to the TSRE Fee, including but not limited to the following actions pending in Los Angeles County Superior Court: *23330 Arlington, LLC v. WASH Multifamily Laundry Systems, LLC*, Case No. 18STCV09334; *Alan Van Antwerp v. WASH Multifamily Laundry Systems*, Case No. 19STCV24071; *Kluft v. WASH Multifamily Laundry Systems, LLC*, Case No. 20STCV01401.

22. Payee: The individual or entity designated by a Class Member to receive the funds due under that Class Member's lease with WASH. In some, but not all cases the Payee will be the same as the Class Member.

23. Preliminary Approval or Preliminary Approval Order: The Court's order preliminarily approving the proposed Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the

Settlement Class, substantially similar to the form attached hereto as **Exhibit C**, subject to Court approval.

24. Released Claims: The claims that Releasing Parties are releasing in exchange for the consideration provided for by this Agreement, which include any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, controversies, extracontractual claims, damages (including but not limited to any actual, statutory, punitive, exemplary or multiplied damages), debts, judgments, suits, expenses, costs, attorneys' fees and/or obligations whether in law or in equity, accrued or unaccrued, direct, individual, derivative, or representative, of every nature and description whatsoever, whether based on any federal, state, local, statutory or common law or any other law, rule or regulation—including but not limited to claims for breach of contract; conversion; unlawful, unfair and fraudulent business practices in violation of California's Business and Professions Code, Section 17200; injunctive relief; declaratory relief; claims under California Penal Code § 496(a); quasi contract or unjust enrichment; fraud; and intentional misrepresentation—against the Released Parties, or any of them, arising out of or related in any way to the creation, notice, implementation, assessment, imposition or collection of the TSRE Fee, including all facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the assessment of the TSRE Fee, including all claims that were brought or could have been brought in the Litigation or the Other Pending Actions. Even if the Class Member discovers facts in addition to or different from those that he or she now knows or believes to be true or otherwise fails to discover facts, with respect to the subject matter of the Released Claims, those claims will remain released and forever barred.

25. Released Parties: Defendant and its past, present and future parent companies, subsidiaries, affiliates, divisions, and agents, and all of their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, managing agents, investors, agents.

26. Releasing Parties: Jointly and severally, and individually and collectively, the Plaintiffs, Class Members and their past, present and future parent companies, subsidiaries, affiliates, divisions, and agents, and all of their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, heirs, executors, administrators, managing agents, investors, agents, independent contractors, financial and other advisors, investment bankers, underwriters, and lenders, of each of the foregoing, and anyone claiming by, through, derivatively, or on behalf of them. This definition is not to be read into the recitation of Civil Code section 1542 below.

27. Response Deadline: Forty-five (45) calendar days from the initial mailing of the Notice.

28. Settlement Administration: All administrative duties conducted by the Settlement Administrator as described in this Settlement Agreement and as ordered by the Court.

29. Settlement Administrator: The third-party administrator, Angeion Group, which will administer this Settlement. The Court will approve the appointment of the third-party administrator.

30. Settlement Fund: The settlement fund to be established by the Settlement Administrator and funded by the Defendant in the amount of Eighteen Million

Dollars (\$18,000,000), funded by two separate payments as set out in Section III.10.j.(i) below.

31. TSRE Fee: The Technology Service and Revenue Expansion fee that WASH assessed from approximately June 2018 through and including approximately January 2020, which is the subject of the Litigation and the Other Pending Actions.

II. RECITALS

1. The Litigation. The Litigation was filed by Plaintiffs on October 9, 2018, in Los Angeles County Superior Court, Case No. 18STCV00129. On May 17, 2019, the Court sustained a demurrer to Plaintiffs' conversion claim, and on May 31, 2019, Plaintiffs filed a First Amended Complaint. The Court again sustained a demurrer to Plaintiffs' conversion claim in the First Amended Complaint, and Plaintiffs filed a notice of non-amendment. Defendant answered the First Amended Complaint, denying all allegations.

2. Three Other Pending Actions. After the Litigation was filed, the following three additional putative class actions related to the TSRE fee were filed:

a. On December 21, 2018, plaintiff 23330 Arlington, LLC filed an action against Defendant in Los Angeles County Superior Court, Case No. 18STCV09334. The Court ordered this case related to the Litigation pursuant to California Rule of Court 3.300(a), and took the case off of the calendar.

b. On July 11, 2019, plaintiff Alan Van Antwerp filed an action against Defendant in Los Angeles County Superior Court, Case no. 19STCV24071. The Court ordered this case related to the Litigation pursuant to California Rule of Court 3.300(a), and took the case off of the calendar.

c. On July 16, 2019, plaintiff Brian Klufft filed an action against Defendant in San Bernardino County Superior Court, Case No. CIV DS 1920648, which was later transferred to Los Angeles County Superior Court, Case No. 20STCV01401.

The Court ordered this case related to the Litigation pursuant to California Rule of Court 3.300(a), and took the case off of the calendar.

3. The Mediation and Settlement. The Parties agreed to mediate the Litigation, and an arm's-length mediation took place with Bruce Friedman, Esq., on January 28, 2020. The mediation was unsuccessful, but the parties resumed arm's-length settlement talks in June 2020 and agreed on final settlement terms on June 12, 2020.

4. Pre-Settlement Discovery. Prior to June 12, 2020, the Parties conducted investigation and discovery of the facts and law. Defendant produced approximately 3,500 leases, as well as additional documents relating to the TSRE Fee, including documents related to Defendant's communications and individualized negotiations with customers about the TSRE Fee, and responded to Plaintiffs' interrogatories and requests for admissions. Plaintiffs also took depositions of two of Defendant's corporate representatives. Plaintiffs believe that the above-described investigation and evaluation, as well as the information exchanged in connection with the mediation, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

5. Benefits of Settlement to Class Members. Plaintiffs assert that Defendant's defenses are without merit. Plaintiffs and Class Counsel recognize, however, the expense and length of continued proceedings necessary to continue the Litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including informal conversations and written correspondence before and after the January 28, 2020 mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the

Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

6. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this Litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

7. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Litigation is not appropriate for class treatment. Defendant asserts a number of defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Litigation. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission, other than for settlement purposes only, that Plaintiffs can serve as adequate Class Representatives. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

III. SETTLEMENT TERMS AND CONDITIONS

1. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and subject to, at Plaintiffs' expense, confirmatory discovery regarding the amount of TSRE Fees Class Members were assessed pursuant to the terms of the

Confidential Supplemental Agreement, Defendant will pay the Gross Settlement Amount to the Settlement Fund pursuant to the schedule set out in Section III.10.j(i).

2. **Settlement of Litigation and All Released Claims.** The Final Approval of this Settlement Agreement is intended to and will settle and resolve with finality on behalf of Plaintiffs and Class Members, the Litigation, Other Pending Actions, and the Released Claims and other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Plaintiffs and Class Members in the Litigation, Other Pending Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

3. **Settlement Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class for the purpose of settlement as defined in this Agreement.

4. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in the Litigation, the Other Pending Actions, or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

5. **Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.

6. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

7. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Class Member from the Settlement Fund.

a. **Individual Settlement Share Calculation.** Each Class Member will receive a proportionate share of the Net Settlement Amount that is calculated as follows: Dividing (i) the total amount of the TSRE Fee assessed by WASH for that Class Member less any refunds of the TSRE Fee that WASH paid to that Class Member, by (ii) the total TSRE Fees assessed by WASH for all Class Members less the total refunds of the TSRE Fee that WASH paid to all Class Members, and multiplying that amount (the “Individual Settlement Percentage”) by the Net Settlement Amount. The information regarding the TSRE Fees assessed and refunded will be based on Class Data provided by WASH.

8. **Settlement Disbursements.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Gross Settlement Amount in the Settlement Fund in two disbursements:

a. **To Class Counsel.** Class Counsel will apply to the Court for a total Attorneys’ Fee and Cost Award in an amount not to exceed one-third of the \$18,000,000 Settlement Fund (i.e., up to \$6,000,000) in addition to its expenses and verified costs. Defendant has agreed to take no position as to the entitlement to, or the amount of, Attorneys’ Fees and Costs. The Settlement Administrator will pay the court-

approved amounts for the Attorneys' Fee and Cost Award out of the Settlement Fund. IRS Forms 1099 will be issued to Class Counsel by the Settlement Administrator for these payments. In the event the Court does not approve the entirety of the application for the Attorneys' Fee and Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference to Class Counsel between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys' Fee and Cost Award, the difference shall become part of the NSA and be available for distribution to Class Members. The approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement, however, Class Counsel retain their right to appeal any decision by the Court regarding the Attorneys' Fee and Cost Award.

b. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court. This will be paid out of the Settlement Fund.

c. **To the Plaintiffs and named plaintiffs in the Other Pending Actions.** Plaintiffs will apply to the Court for an award of \$6,000.00 for each of the named Plaintiffs for their services as class representatives, for a total of \$18,000.00. Such awards are to compensate the named Plaintiffs for their work in the Litigation beyond the expected services of a class representative. Plaintiffs may apply to the Court for awards of \$1,500 each for some or all of the named plaintiffs in the Other Pending Actions. Any awards ordered by the Court will be deducted from the Settlement Fund.

d. **To Class Members.** The Settlement Administrator will pay Class Members according to the Individual Settlement Share calculations set forth above. All payments to Class Members shall be made from the Settlement Fund.

9. **Appointment of Settlement Administrator**. Solely for the purposes of this Settlement, the Parties stipulate that a Settlement Administrator will be appointed based on mutual agreement of the parties. The Parties have selected Angeion Group as the Settlement Administrator. Attached as **Exhibit D** is a brochure showing the qualifications and experience of the Angeion Group. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice; keeping track of any objections or Requests for Exclusion from Class Members and providing copies of such objections or Requests for Exclusion to Class Counsel and Defense Counsel; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which are to include weekly updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing including copies of objections; mailing Individual Settlement Shares to Class Members; distributing the Attorneys' Fee and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; disbursing any funds remaining in the Settlement Fund as a result of uncashed checks as ordered by the Court, including the administration of related tax items; and for such other tasks as the Parties mutually agree. The Settlement Administrator will carry out any additional duties as set forth in this Agreement or as ordered by the Court.

10. Procedure for Approving Settlement.

a. **Motion for Preliminary Approval and Conditional Certification.**

(i) Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Plaintiffs will provide a draft of the Preliminary Approval motion to Defendant for review prior to filing.

(ii) At the Preliminary Approval hearing, Plaintiffs will appear, support the granting of the motion, and submit the Preliminary Approval Order, in substantially the same form as **Exhibit C**, to the Court for approval. As set out in Exhibit C, the Preliminary Approval Order grants conditional certification of the Class and Preliminary Approval of the Settlement; appoints the Class Representative, Class Counsel, and Settlement Administrator; approves the Class Notice; and sets the date for the Final Approval Hearing.

(iii) Should the Court decline to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The Parties agree that if the Court declines to preliminarily approve non-material aspects of the Settlement, that the Parties will work cooperatively to make such changes required by the Court.

b. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

(i) Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following Class Data about each Payee that was associated with each property that is the

subject of a Class Member's lease ("Property"): (1) Payee name and mailing address; (2) Property address; (3) WASH's internal "ULN" or account number associated with the Property; and (4) the total amount of TSRE Fees WASH assessed on rent paid to each Payee for that particular Property, after taking into account any refunds of the TSRE Fee that WASH paid to that Payee for that particular Property. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will use commercially reasonable efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a search on the National Change of Address database for the address of all former Payees. The Class Data shall be based on Defendant's and other business records. The Settlement Administrator shall maintain the Class Data and all data contained within the Class Data as private and confidential. The Settlement Administrator shall use commercially reasonable efforts to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Settlement Agreement and shall destroy the data (and all copies) in a complete and secure manner when such data is no longer required for purposes of this Settlement Agreement.

(ii) Within twenty (20) calendar days after receipt of the Class Data, the Settlement Administrator will mail the Class Notice to the Payee for all identified Class Members via U.S. Mail, using the mailing address information provided by Defendant and the results of the search on the National Change of Address database performed on the Payee for all former Defendant customer Class Members.

(iii) If a Class Notice is returned because of an incorrect address, within seven (7) calendar days from receipt of the returned Class Notice, the Settlement Administrator will conduct a search for a more current address for the Payee for the Class Member and re-mail the Class Notice to the Payee for the Class Member. The Settlement Administrator will use the National Change of Address Database and skip

traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of the Payee for any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to the Payees for Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

(iv) The Settlement Administrator shall create a website (“Settlement Website”) with information about the Settlement. The Settlement Website shall include copies of the relevant pleadings, notices and provide updates to the Class Members regarding the status of the Litigation, including, but not limited to all orders entered by the Court. The content and form of the Settlement Website shall be mutually acceptable to Plaintiffs and Defendant, and the Settlement Administrator shall give Plaintiffs and Defendant the opportunity to review the Settlement Website and any changes to it.

(v) The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant’s Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Notices re-mailed, and the number of Requests for Exclusion received.

(vi) No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement.

The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. Before the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement should do so in writing, signed, dated, and mailed to the Settlement Administrator by the Response Deadline. Objections may also be made in person at the Final Approval Hearing. Class Members who fail to make written objections and who do not appear at the Final Approval Hearing to voice their objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

(i) **Format.** Any written Objection should, but is not required to, contain the following information so that the Court and Parties understand who is objecting and on what basis: (a) the Payee's name, mailing address, and email or telephone number; (b) the objecting Class Member's full name, address, and telephone number, if different (c) the address of the Property or Properties that are the subject of the Class Member's lease or leases; (d) the words "Notice of Objection" or "Formal Objection"; (e) a description, in clear and concise terms, of the grounds for objection; (f) an indication of whether the Class Member is represented by counsel, and, if so, that counsel's full name, address and bar number; (g) a list of all other objections to class settlements submitted by the Class Member or Class Member's counsel to any Court within the United States within the last 5 years, if any, including the total number of such objections and the case and court information in which each such objection was asserted; (h) indicate whether the Class Member would like to appear at the Final Approval

Hearing; and (i) identify the name of the case (*Sherman Grove Apartments, LLC, et al. v. WASH Multifamily Laundry Systems*, Case No. 18STCV00129).

(ii) **Option to Appear.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. A written objection will still be considered even if an objecting Class Member does not appear at the Final Approval Hearing, either in person or through the objector's own counsel.

d. **Request for Exclusion from the Settlement (“Opt-Out”).** Class Members shall have forty-five (45) calendar days from the date of mailing of the Class Notice (and in the case of a re-mailed Class Notice, forty-five (45) calendar days from the original date of mailing or fourteen (14) calendar days from the date of re-mailing, whichever is greater) to request to opt out. The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a Request for Exclusion. A written request to opt out should: (1) state the Payee's name, mailing address, and email or telephone number; (2) state the Class Member's name, if different; (3) state the address of the Property or Properties that are the subject of that Class Member's lease or leases; (4) state WASH's internal “ULN” or account number associated with those properties; (5) state that the Class Member wishes to opt out from the Settlement; (6) be signed by the Class Member or his, her, or its lawful representative (including the Payee if the Payee is the Class Member's lawful representative); and (7) be postmarked no later than the Response Deadline. The Request for Exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

(i) **Confirmation of Authenticity.** If there is a question about the authenticity of a signed Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns

a timely, valid, and executed Request for Exclusion will not participate in or be bound by the Settlement and Final Approval Order and Judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely Request for Exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent Final Approval Order, regardless of whether he or she has objected to the Settlement.

(ii) **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Class Notices mailed to the Payees, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed to the Payees, the number of re-mailed Class Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid Requests for Exclusion and copies of those Requests for Exclusion, and the number of Class Members who returned invalid Requests for Exclusion. The Settlement Administrator shall file a declaration with the Court, concurrently with the filing of any motion for Final Approval, authenticating a copy of every Request for Exclusion and objection received by the Settlement Administrator.

(iii) If a Class Member submits both a timely and valid Request for Exclusion and timely and valid objection, the objection will be rejected and the Class Member's Request for Exclusion will be accepted.

e. **No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Final Approval Order and Judgment.

f. **Opt-out Termination Right.** Defendant may terminate the Settlement if, after receiving all of the Requests for Exclusion, it determines that the total amount of TSRE fees collected from landlords who opted out exceeds a number set forth in the Confidential Supplemental Agreement signed by the parties (the “Opt-out Threshold”). The Parties intend that the Confidential Supplemental Agreement shall be specifically disclosed to the Court and offered for *in camera* inspection by the Court at or prior to entry of the Preliminary Approval Order, but, subject to the Court’s approval, it shall not be filed with the Court before the deadline for submitting Requests for Exclusion unless the Parties are ordered otherwise by the Court. The Parties shall keep the Opt-out Threshold confidential before the deadline for submitting Requests for Exclusion. In the event that the Court directs that the Confidential Supplemental Agreement be filed prior to the deadline for submitting Requests for Exclusion, no Party shall have any right to any relief by reason of such disclosure. In the event of a termination of this Settlement pursuant to the Confidential Supplemental Agreement, this stipulation shall become null and void and the provisions of Section III, Paragraph 13 shall apply.

g. **Motion for Final Approval.**

(i) Class Counsel will file unopposed motions and memoranda in support of Final Approval of the Settlement and payment of the Attorneys’ Fee and Costs Awards and special compensation to the Plaintiffs and named plaintiffs in the Other Pending Actions, if applicable, and seek the following payments in accord with the terms of the Settlement: (1) disbursement of the funds to Class Members pursuant to the terms of the Settlement; (2) the Attorneys’ Fee and Cost Award; (3) special compensation to the Plaintiffs and named plaintiffs in the Other Pending Actions, if applicable, and (4) Administrative Costs. Class Counsel will also move the Court for a Final Approval Order and Judgment releasing and barring any Released Claims of the Releasing Parties.

(ii) If the Court does not grant Final Approval and Judgment of the Settlement, or if the Court's Final Approval and Judgment of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Attorneys' Fee and Cost Award will not constitute a material modification to the Settlement within the meaning of this paragraph.

(iii) Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order and Judgment in substantially the same form as Exhibit B, providing the following: (1) finding that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approving and directing consummation of this Agreement; (2) approving the notice and objection procedures and finding that the notice plan constitutes the best notice practicable under the circumstances and constitutes due and sufficient notice to the Settlement Class of the pendency of this action, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of California law and due process; (3) approving the Release provided in Section III.11 and ordering that, as of the Effective Date, the Released Claims will be released as to the Released Parties; (4) stating that the Agreement shall not be offered or admitted into evidence and the Settlement shall not be or referred to in any way (orally or in writing) in any other action, arbitration, or other proceeding, except as allowed by Cal. Evid. Code § 1152, FRE 408, and other similar rules (and specifically excepting the Litigation and/or a proceeding involving an effort to

enforce the Agreement); and (5) retaining continuing and exclusive jurisdiction to enforce the terms of the Agreement as set out below.

(iv) After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction over the Litigation for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

(v) Within fourteen (14) calendar days of the Effective Date, Defendant agrees to execute a judgment by confession (the “Confession of Judgment”) pursuant to California Code of Civil Procedure § 1132 for any amounts due and unpaid under Section III.10.j.(i). Plaintiffs and Class Counsel agree to execute a covenant not to file or otherwise execute on the Confession of Judgment unless Defendant fails to make the Second Payment on or before the Second Payment Date, as both terms are defined in Section III.10.j.(i) below. Plaintiffs and Class Counsel agree to destroy the Confession of Judgment after Defendant makes the Second Payment and it shall be considered at that time null and void.

h. **Waiver of Right to Appeal.** Provided that the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Approval Order and Judgment , including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside the Final Approval Order and Judgment or any extraordinary writ, and the Final Approval Order and Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right of Class Counsel to appeal any award of their fees and costs that is less than they applied for, or to oppose any appeal, appellate proceeding, or

post-judgment proceeding. Defendant, through its attorneys, shall cooperate with Class Counsel in opposing any appeal, appellate proceeding, or post-judgment proceeding.

i. **Vacating, Reversing, or Modifying the Final Approval Order and Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Approval Order and Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Approval Order and Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount and an alteration in the calculation of the Net Settlement Amount.

j. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Settlement Fund. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

(i) **Funding the Settlement Fund:** No later than thirty (30) calendar days after the Effective Date (the "First Payment Date"), Defendant shall pay the first installment of one half of the Gross Settlement Amount, or Nine Million Dollars and Zero Cents (\$9,000,000.00) (the "First Payment") by wiring the funds into the

Settlement Fund established and controlled by the Settlement Administrator. Within nine (9) months after the First Payment Date but in no event before August 31, 2021 (the “Second Payment Date”), Defendant shall pay the second installment of the remaining one half of the Gross Settlement Amount, or Nine Million Dollars and Zero Cents (\$9,000,000.00) (the “Second Payment”) by wiring the funds into the Settlement Fund established and controlled by the Settlement Administrator.

(ii) **First Disbursement:** Within twenty (20) calendar days after the First Payment Date, the Settlement Administrator shall calculate and pay one half of the Attorneys’ Fee and Cost Award; one half of the awards to the Plaintiffs and named plaintiffs in the Other Pending Actions, if any; and the Administration Costs incurred to date and reasonably expected to be incurred through the First Disbursement, and distribute the remaining amount in the Settlement Fund, less a reasonable amount for additional Administration Costs (the “First Payment Remaining Funds”), to Class Members as the first of two payments that will constitute full payment of the Individual Settlement Shares. The first disbursement to each Class Member will be calculated by multiplying the Individual Settlement Percentage for that Class Member, calculated as set out in Section III.7.a., by the First Payment Remaining Funds. The Settlement Administrator shall provide to the Parties a spreadsheet indicating the amounts being disbursed before checks to Class Members are sent.

(iii) **Uncashed Checks from First Disbursement.** Class Members must cash or deposit their Individual Settlement Share checks from the First Disbursement within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not cashed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or

misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the remaining funds from the uncashed checks from the First Disbursement will be included in the Second Disbursement.

(iv) **Second Disbursement:** Within twenty (20) calendar days after the Second Payment Date, the Settlement Administrator shall calculate and pay the remaining one half of the Attorneys' Fee and Cost Award; the remaining amounts awarded to the Plaintiffs and named plaintiffs in the Other Pending Actions, if any; and all remaining Administration Costs and distribute all remaining funds (the "Second Payment Remaining Funds") to Class Members as the second of two payments that will constitute payment of the Individual Settlement Shares. The second disbursement to each Class Member will be calculated by multiplying the Individual Settlement Percentage for that Class Member, calculated as set out in Section III.7.a., by the Second Payment Remaining Funds. The Settlement Administrator shall provide to the Parties a spreadsheet indicating the amounts being disbursed before checks to Class Members are sent.

(v) **Uncashed Checks from Second Disbursement.** Class Members must cash or deposit their Individual Settlement Share checks from the Second Disbursement within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not cashed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

(vi) Upon expiration of the time period set out in Section III.10.j(v), the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed. In

the event that any un-cashed checks remain, the Parties will submit to the Court a revised Final Approval Order and Judgment that states the final disposition of all amounts under this Settlement Agreement, including the aggregate amount of all uncashed checks and any accrued interest, in compliance with California Code of Civil Procedure § 384. The revised Final Approval Order and Judgment shall approve the final distribution of all Settlement funds and shall require that the aggregate amount of all uncashed checks and any accrued interest be paid to Bet Tzedek, which satisfies the requirements of Code of Civil Procedure section 384(b) in that it is a nonprofit organization providing civil legal services to the indigent. The Settlement Administrator shall not transmit any funds to Bet Tzedek until the parties have provided such a revised Final Approval Order and Judgment to the Settlement Administrator.

k. **Final Report by Settlement Administrator.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. Class Counsel will be responsible for submitting such a final report to the Court pursuant to the Court's order or request.

11. Release of Claims.

a. In addition to the effect of any Final Approval Order and Judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims.

b. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all

Released Claims. All Releasing Parties, and anyone else purporting to act on behalf of, for the benefit of, or derivatively for any of them, are permanently barred from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Claim, including, without limitation, any claim that is based upon, arises out of, or relates to (i) the Litigation or the transactions and occurrences referred to in the Litigation or (ii) the TSRE Fee.

c. As of the Effective Date, Plaintiffs and their past, present and future parent companies, subsidiaries, affiliates, divisions, and agents, and all of their respective partners, principals, managers, officers, directors, employees, shareholders, members, advisors, consultants, insurers, personal or legal representatives, accountants, attorneys, trustees, assigns, real or alleged alter egos, predecessors, successors, transferees, heirs, executors, administrators, managing agents, investors, agents, independent contractors, financial and other advisors, investment bankers, underwriters, and lenders, of each of the foregoing, and anyone claiming by, through, derivatively, or on behalf of them, hereby waive and relinquish to the fullest extent permitted by law, California Civil Code section 1542. Each Plaintiff hereby certifies that it is aware of and has read and reviewed the following provision of California Civil Code section 1542:

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.

12. Other Pending Actions: Prior to the Final Approval Hearing, Class Counsel agrees to take all necessary and reasonable actions to support Defendant's efforts to have the Court rule that the Other Pending Actions are related to the Litigation and to stay the Other Pending Actions pending outcome of the Final Approval Hearing. After the Final Approval Order and Judgment is entered, Defendant will request that the Court dismiss the Other Pending Actions, and Class Counsel and Releasing Parties agree that they will not oppose the dismissal.

13. Termination of Settlement. In the event that the Settlement Agreement is terminated, cancelled, declared void or fails to become effective in accordance with its terms, or to the extent termination, cancellation, or voiding of the Settlement Agreement is otherwise provided, no payments shall be made or distributed to anyone in accordance with the terms of this Settlement Agreement. The Parties will bear their own costs and fees with regard to the efforts to obtain Court approval, and this Settlement Agreement shall be deemed null and void with no effect on the litigation whatsoever. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this litigation or any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. In the event of a termination of Settlement, each party should bear its own costs and attorneys' fees.

14. Miscellaneous Terms.

a. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted

in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, other than solely in connection with enforcing this Settlement, including to establish that Defendant is entitled to dismissal of Released Claims as a result of the Settlement Agreement.

b. **Publicity.** Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court to establish their adequacy to serve as class counsel; in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement; and in discussions with Class Members in the context of administrating this Settlement and responding to their inquiries about the Settlement. No Court filing will be circulated by Class Counsel nor will Class Counsel post such pleadings on any website other than the official informational website relating to the settlement. Plaintiffs agree that neither they, nor their spouse or agents, shall publicize the terms of settlement or the lawsuit beyond taking the steps necessary to reach a final resolution and Final Approval Order and Judgment as described in this Settlement Agreement. The Parties acknowledge and agree that non-public information about the business practices and business records of Defendant disclosed solely during the scope of privileged mediation proceedings and settlement negotiations ("Confidential Information") will not be disclosed to any third parties and will be returned to Defendant, with no copies retained after the Court issues Final Approval of the Settlement. The Parties further acknowledge and agree that such Confidential Information has not and will not be used for any purpose other than for evaluating claims for purposes of entering

into this Settlement Agreement. The Parties, Class Counsel and Defendant's Counsel further agree that none of them will post commentary about this Settlement or the terms of it on any social media website (Facebook, Instagram, Twitter, etc.), or through any online or print media outlet, or in any article or blog before the Effective Date, and that any posted commentary after the Effective Date will be in accordance with this paragraph and will not include or reference Confidential Information not contained in the public record.

c. **Integrated Agreement.** No oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits, or the Confidential Supplemental Agreement, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement, its exhibits, and the Confidential Supplemental Agreement. Notwithstanding any course of dealing to the contrary, no modification or amendment of this Agreement nor of the Confidential Supplemental Agreement shall be effective until reduced to writing and signed by the Parties.

d. **Authorization to Enter into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such

documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

Additionally, each signatory to this Agreement who signs on behalf of another hereby warrants that it, he or she has the authority to sign on behalf of such person or entity.

e. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written.

f. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

g. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

h. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

i. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly, or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

j. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of

California, without giving effect to any conflict of law principles or choice of law principles.

k. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Litigation and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

l. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice nor making representations regarding tax obligations or consequences, if any, related to this Agreement; that Class Members will assume any such tax obligations or consequences that may arise from this Agreement; and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that taxes are due from any Class Member, including Plaintiffs, such Class Member assumes all responsibility for the payment of such taxes. The Parties further agree that Defendant shall have no legal obligation to pay, on behalf of any Class Members, including Plaintiffs, any taxes, deficiencies, levies, assessments, fines, penalties, interests or costs, which may be required to be paid with respect to settlement payments.

m. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement and all orders in connection therewith.

n. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to

construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

o. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

p. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 9/17/2020 **SHERMAN GROVE APARTMENTS, LLC**

Mark S. Berns

Name: Mark S. Berns

Title: Managing Member of Sherman Grove Apartments, LLC

Dated: _____ **BERENDO HOLLYWOOD APARTMENTS, LP**

Name:

Title:

Dated: _____ **QUEEN'S GATE RESIDENTIAL, LLC**

Name:

Title:

Dated: September 17, 2020 **WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC**

Name: Craig Levine

Title: Executive Vice President, General Counsel, and Secretary

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____ **SHERMAN GROVE APARTMENTS, LLC**

Name:

Title:

Dated: 9/17/2020

BERENDO HOLLYWOOD APARTMENTS, LP

Daniel Tenenbaum

Name: Daniel Tenenbaum

Title: Manager of Villa Toscana Management, LLC, General Partner of Berendo Hollywood Apartments, LP

Dated: _____

QUEEN'S GATE RESIDENTIAL, LLC

Name:

Title:

Dated: September 17, 2020

WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC

Name: Craig Levine

Title: Executive Vice President, General Counsel, and Secretary

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____ **SHERMAN GROVE APARTMENTS, LLC**

Name:

Title:

Dated: _____ **BERENDO HOLLYWOOD APARTMENTS, LP**

Name:

Title:

Dated: 9/18/2020 _____ **QUEEN'S GATE RESIDENTIAL, LLC**

Tom Botz

Name: Tom Botz

Title: Manager of Queen's Gate Residential, LLC

Dated: September 17, 2020 _____ **WASH MULTIFAMILY LAUNDRY SYSTEMS, LLC**

Name: Craig Levine

Title: Executive Vice President, General Counsel,
and Secretary

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____ **SHERMAN GROVE APARTMENTS, LLC**

Name:

Title:

Dated: _____ **BERENDO HOLLYWOOD APARTMENTS, LP**

Name:

Title:

Dated: _____ **QUEEN'S GATE RESIDENTIAL, LLC**

Name:

Title:

Dated: September 17, 2020

**WASH MULTIFAMILY LAUNDRY
SYSTEMS, LLC**



Name: Craig Levine

Title: Executive Vice President, General Counsel,
and Secretary

Approved as to Form:

Dated: 9/18/2020

KIESEL LAW LLP



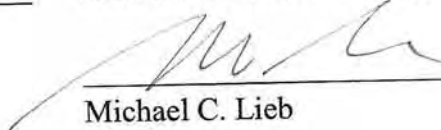
Jeffrey A. Koncius

Cherisse H.A. Cleofe

*Attorneys for Plaintiffs, on behalf of themselves and
all others similarly situated*

Dated: 9/17/20

ERVIN COHEN & JESSUP LLP



Michael C. Lieb

Andrew Peterson

*Attorneys for Plaintiffs, on behalf of themselves and
all others similarly situated*

Dated: _____

PERKINS COIE LLP

Sarah Crooks

Heidee Stoller

Don Kula

Alisha Burgin

*Attorneys for Defendant WASH Multifamily
Laundry Systems, LLC*

Approved as to Form:

Dated: _____

KIESEL LAW LLP

Jeffrey A. Koncius
Cherisse H.A. Cleofe
*Attorneys for Plaintiffs, on behalf of themselves and
all others similarly situated*

Dated: _____

ERVIN COHEN & JESSUP LLP

Michael C. Lieb
Andrew Peterson
*Attorneys for Plaintiffs, on behalf of themselves and
all others similarly situated*

Dated: September 18, 2020

PERKINS COIE LLP



Sarah Crooks
Heidee Stoller
Don Kula
Alisha Burgin
*Attorneys for Defendant WASH Multifamily
Laundry Systems, LLC*

EXHIBIT A
TO SETTLEMENT
AGREEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

If you were charged a Technology Service Revenue Expansion (“TSRE”) Fee by WASH Multifamily Laundry Systems (“WASH”) you could get compensation from a class action settlement.

A California state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit about WASH charging a TSRE Fee to its customers (the “Settlement”).
- If you, or the landlord you represent if you have been designated to receive rent on behalf of a landlord, were charged a TSRE Fee, you may be a Class Member.
- The Settlement provides for an automatic pro-rata distribution of an \$18.0 million fund (the “Settlement Fund”) to Class Members as is explained in more detail below. This represents 87% of the total money collected by WASH as TSRE Fees. You do not have to do anything to be entitled to receive your share of the Settlement Fund.
- You have to take action on or before [Date] in order to exercise certain legal rights and options in the Settlement, which are set forth in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
PARTICIPATE AS A CLASS MEMBER AND BE ENTITLED TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUND (THIS IS AUTOMATIC)	<ul style="list-style-type: none">• <u>If you want to participate</u> in this Settlement and be entitled to a cash payment, <u>no action on your part is necessary</u>. See <i>Questions 10–13</i>.
EXCLUDE YOURSELF (BY [DATE])	<ul style="list-style-type: none">• Excluding yourself means you, or the landlord you represent if you have been designated to receive rent on behalf of a landlord, <u>get no payment from this Settlement</u>. This is the only option that allows you to keep any rights you currently have to negotiate with or sue WASH about the claims in this case. See <i>Questions 16–18</i>.
OBJECT TO THE SETTLEMENT (BY [DATE])	<ul style="list-style-type: none">• If you do not exclude yourself, you may write to the Court about why you do not like this Settlement. See <i>Questions 21–22</i>.
GO TO THE HEARING (ON [DATE])	<ul style="list-style-type: none">• Ask to speak in Court about your opinion of this Settlement. See <i>Questions 23-25</i>.

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BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this Notice because your rights may be affected by the settlement of a class action lawsuit.

The lawsuit is *Sherman Grove Apartments et al. v. WASH Multifamily Laundry Systems, LLC*, Case No. 18STCV00129 (the “Lawsuit”), currently pending in the Superior Court of California, for the County of Los Angeles, before the Honorable Ann I. Jones. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. There are also similar, related cases, that were filed that are also assigned to Judge Jones: *23330 Arlington, LLC v. WASH Multifamily Laundry Systems, LLC*, Case No. 18STCV09334; *Alan Van Antwerp v. WASH Multifamily Laundry Systems*, Case No. 19STCV24071; *Kluft v. WASH Multifamily Laundry Systems, LLC*, Case No. 20STCV01401 (collectively, “Other Pending Actions”).

You have been identified as someone who received rent, or was designated to receive rent on behalf of a landlord, from WASH for the property listed below, from which WASH deducted a TSRE Fee for rent paid between June 2018 and January 2020.

According to WASH’s records, you received rent from WASH for the property at the following location (the “Property”):

WASH’s internal account number for this Property is: _____

2. What should I do if I am not the landlord?

You have received this Notice because you are the person or entity who is designated or was previously designated to receive rent for the Property under the landlord’s lease with WASH. If you are not the landlord on the lease, please forward this Notice to the landlord you represent or previously represented unless you are authorized to act on the landlord’s behalf in this matter.

3. What should I do if I received this Notice in error?

If you think you received this Notice in error, and it should go to someone else **please email the Settlement Administrator at _____ or call the Settlement Administrator at _____.**

4. What is this lawsuit about?

WASH is a privately-held, California-based company that provides commercial laundry services at multi-housing properties around the country. WASH enters into leases with landlords of those multi-housing properties to lease common-area laundry rooms and installs washing machines and dryers owned by WASH into those rooms. WASH then pays rent to the landlords that is measured, at least in part, by the amount of funds collected by WASH’s laundry equipment. WASH implemented the TSRE Fee in June 2018 and stopped charging it in January 2020.

This lawsuit claims that WASH improperly withheld the TSRE Fee from the rent due landlords under their leases.

5. Why is this lawsuit a class action?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, Plaintiffs Sherman Grove Apartments, LLC, Berendo Hollywood Apartments, LP, and Queen’s Gate Residential, LLC), sue on behalf of people who have similar claims. All these people together are a “Class” or “Class Members.” In a settlement of a class action, one court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class (see *Question 16*).

6. Why is there a settlement?

The Court has not determined who is right. Rather, both sides have agreed to settle the Lawsuit to avoid the uncertainties and expenses of continuing the Lawsuit. By agreeing to settle, both sides avoid the cost and risk of a trial, and the people

affected will get a chance to receive benefits. The Class Representatives and their attorneys think this Settlement is best for all Class Members. This Settlement does not mean that WASH did anything wrong.

WHO IS IN THE SETTLEMENT

If you received this Notice, you, or the landlord by whom you were designated to receive rent from WASH, may be a Class Member.

7. What is the Class definition?

Class Members are: All current and former WASH landlords that were assessed and/or subject to the TSRE Fee who have not received a complete refund of the TSRE Fee from WASH.

8. How do I know if I am part of this Settlement?

If you are, or were, a WASH customer that was charged a TSRE Fee and have not yet received a complete refund from WASH, you are likely part of the Settlement.

9. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get help by contacting the Settlement Administrator using any of the methods listed in *Question 26*.

You are not required to pay anyone to assist you in obtaining information about this Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

10. What does this Settlement provide?

This Notice is only a summary of the proposed settlement. The complete terms of the proposed settlement are set forth in the formal Joint Stipulation and Settlement Agreement (the "Settlement Agreement") which is on file with the Court and is also available to you as explained in *Question 26*.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides, with the assistance of a mediator, agreed to this Settlement. Settlement avoids the costs of a trial, and assures that settlement benefits go to Class Members. The Class Representatives and their attorneys think the Settlement is in the best interests of the Class. The Settlement is summarized as follows:

WASH will pay \$18,000,000.00 in cash in two equal installments into a common fund which, after certain deductions for fees and costs are taken out as approved by the Court, will be distributed to Class Members proportionately. Each Class Member's proportional share of the settlement funds available for distribution will be equal to the total amount they were charged in TSRE fees, less any refunds, divided by the total amount of TSRE Fees charged to all Class Members, less any refunds.

The Settlement represents approximately 87% of the TSRE Fees paid by the Class before deductions.

PLEASE NOTE THAT you do not have to do anything to be entitled to your share of the Settlement Fund.

In exchange for these benefits, Class Members will release (i.e., discharge) WASH from all claims of liability relating to the TSRE Fee that were made or could have been made in the Lawsuit or the Other Pending Actions, or in other legal proceedings or forums. These releases are set forth in specific detail in the Settlement Agreement.

11. How will payments be calculated?

If the Settlement is approved by the Court, then, in accordance with the settlement terms set forth in the Settlement Agreement and summarized above, each Class Member will be entitled to receive their proportionate share of the Settlement Fund, in two installments.

12. How much will my payment be?

The exact amount each Class Member will be entitled to receive cannot be calculated until: (a) the Court approves the Settlement; (b) amounts are deducted from the Settlement Fund for notice and administration costs, attorneys' fees and expenses, and any Class Representative participation awards; and (c) the number of persons who opt out of the Settlement is known. See *Question 11* for the general method of calculating claims payments.

HOW YOU GET A PAYMENT—PARTICIPATING IN THE SETTLEMENT

13. How can I get a payment?

To be eligible to receive a payment from the Settlement Fund, you must: (a) be a Class Member; and (b) not have excluded yourself from the Settlement. Again, you do not need to do anything to be entitled to receive your share of the Settlement Fund.

14. When will I get my payment?

The first payment will be sent to eligible Class Members after the Court grants “final approval” of the Settlement and after any appeals are resolved. The second payment will then be sent approximately nine months after the first payment.

The Court will hold a hearing on [Date], at ___ [a.m./p.m.] (Pacific time) to decide whether to approve the Settlement (the “Final Approval Hearing”). **If you want to attend the Final Approval Hearing, keep in mind that the date and/or time may be changed after this Notice is sent, so you should check the settlement website (www.washclassactionsettlement.com) before making travel plans.**

If the Court approves the Settlement (*see Questions 23–25*), there may be appeals. It is always uncertain when these appeals can be resolved, and it can take time. Please be patient. You can check for updates and other important information by using any of the methods listed in *Question 26*.

15. What am I giving up to get benefits and stay in the Settlement?

If this Settlement receives final approval from the Court, this Settlement will be legally binding on all Class Members, including Class Members who object, unless you exclude yourself from the Settlement. This means you will not be able to sue WASH for the claims being released in this Settlement. This Notice is only a summary. The specific claims that you are giving up against WASH are described in detail in the Settlement Agreement. You will be “releasing” WASH and all related entities (the “Released Parties”) as described in the Settlement Agreement. Again, the Settlement Agreement is available at www.washclassactionsettlement.com or by calling 1-___-___-___.

If you, or someone acting on your behalf, are currently litigating claims against WASH or the other Released Parties, you will be barred from pursuing the claims released by this Settlement unless you validly “opt out” as described below. If you are currently litigating claims against WASH or the other Released Parties, speak to your lawyer in that matter immediately.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel listed in *Question 19* or you can, of course, talk to your own lawyer if you have questions about what this means.

16. How do I get out of the Settlement?

To exclude yourself, or the landlord you represent if you have been designated to receive rent on behalf of a landlord, you must mail a letter that includes:

- Your full name, mailing address, email, and telephone number;
- The Class Member's name, if different, than your name;
- The address of the property or properties that are the subject of that Class Member's lease or leases;
- WASH's internal account number associated with the properties you are seeking to opt out (which is listed on page 3 of this notice); and

- A statement that the Class Member wishes to opt out from the Settlement.

You must personally sign your written “opt-out” request and mail it postmarked by **[Date]**, to:

WASH TSRE Fee Settlement
 Attention: Exclusion Requests
 [ADDRESS]

17. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue the Defendant for the claims that are resolved by the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. **Remember, the exclusion deadline is [Date].**

18. If I exclude myself, can I get a payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be able to get any payments from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Settlement.

THE LAWYERS IN THE CASE

19. Who are the lawyers in this case?

Class Counsel

The Court has appointed the law firms listed below to represent you and other Class Members in the Settlement. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about this Settlement, they can be reached as set out below, or through the Settlement Administrator by calling 1-____-____-____ or sending an email to _____@_____.com.

Michael C. Lieb (Mlieb@ecjlaw.com) Andrew Peterson (Apeterson@ecjlaw.com) Ervin Cohen & Jessup LLP 9401 Wilshire Boulevard, Ninth Floor Beverly Hills, CA 90212-2974 (310) 281-6338	Jeffrey A. Koncius (Koncius@kiesel.law) Cherrisse H.A. Cleofe (Cleofe@kiesel.law) Kiesel Law LLP 8648 Wilshire Blvd Beverly Hills, CA 90211 (310) 854-4444
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WASH’s Attorneys

Defendant WASH is represented by the law firm of Perkins Coie LLP.

Sarah J. Crooks
 Perkins Coie LLP
 1120 N.W. Couch Street, Tenth Floor
 Portland, OR 97209-4128

20. How are Class Counsel being paid? Are the Class Representatives being paid?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses, and the Class Representative will ask for a participation award, all of which, if awarded, will be paid and deducted from the Settlement Fund as described in Question 10:

Attorneys' Fees and Expenses

- Class Counsel will ask the Court to approve payment of attorneys' fees of up to \$6,000,000, as well as for reimbursement for costs and expenses incurred in the prosecution of the lawsuit, not to exceed \$_____.

Participation Award to Class Representatives

- Class Counsel will ask the Court to approve a \$6,000 payment (called a "Participation Award") to each of the Plaintiffs and Class Representatives Sherman Grove Apartments, LLC, Berendo Hollywood Apartments, LP, and Queen's Gate Residential, LLC. The Participation Award compensates Plaintiffs for their service as a Class Representative. Awards of \$_____ will also be requested for the Plaintiffs in the Other Pending Actions. Any Participation Award ordered by the Court will be in addition to what the Class Representatives are eligible to receive from the Settlement Fund as Class Members.

The Court will determine the appropriate amounts to award. The Settlement is *not* conditioned upon approval of any of the attorneys' fees and expenses or Class Representative participation award amounts.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself, you may object to the Settlement. To object, you should **mail** your objection to the Settlement Administrator but do not have to as explained in Question 22. To be timely, your objection must be mailed, **postmarked** by **[Date]**, to the Settlement Administrator at the following address:

WASH TSRE Fee Settlement
Attention: Objection
[ADDRESS]

You should include the following information:

- The objecting Class Member's full name, address, and telephone number;
- The address for the properties that are the subject of the Class Member's lease;
- The words "Notice of Objection" or "Formal Objection";
- A description, in clear and concise terms, of the grounds for objection;
- A statement as to whether the Class Member is represented by counsel, and, if so, that counsel's full name, address and bar number;
- A statement of all other objections to class settlements submitted by the Class Member or the Class Member's counsel to any Court within the United States within the last 5 years, if any, including the total number of such objections and the case and court information in which each such objection was asserted;
- A statement indicating whether the Class Member would like to appear at the Final Approval Hearing; and
- A statement identifying the name of the case (*Sherman Grove Apartments, LLC, et al. v. WASH Multifamily Laundry Systems*, Case No. 18STCV00129).

22. What's the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to a settlement only if you stay in that settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no right to object, because the case no longer affects you. If you object, and the Court approves the Settlement anyway, you will still be legally bound by the result.

THE COURT'S FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to finally approve the proposed Settlement. The Final Approval Hearing will be held on _____, 2020, at ____:00 __.m. before Judge Ann I. Jones at the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Department 11, Los Angeles, CA 90012.

If you want to attend the Final Approval Hearing, keep in mind that the date and/or time may be changed after this Notice is sent and attendance may require compliance with certain measures to maintain social distancing, so you should check the settlement website (www.washclassactionsettlement.com) before making travel plans. If you attend the Final Approval Hearing to voice your objection, you do not have to mail in a formal objection to the Settlement (see Question 21).

At the Final Approval Hearing, the Court will consider whether the proposed Settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may listen to people who have asked for permission to speak at the Final Approval Hearing. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representatives for representing the Class (the Participation Award).

There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the Settlement will become final.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the Settlement website.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions asked by the Court.

If you mail an objection (see Question 21), you do not have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

25. May I speak at the Final Approval Hearing?

Yes. You or your lawyer may, at your own expense, come to the Final Approval Hearing and speak. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator so that it is **postmarked no later than [Date]**, and it must be **filed** with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than **[Date]**. See *Question 26* for the addresses of the Settlement Administrator. You cannot speak at the Final Approval Hearing if you excluded yourself.

GETTING MORE INFORMATION

26. How do I get more information about the Settlement?

This Notice is only a summary of the proposed Settlement of this Lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.washclassactionsettlement.com. You can also contact the attorneys whose information is included in *Question 19* or use the resources listed below.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY	
CALLING	<ul style="list-style-type: none"> • Call the Settlement Administrator toll-free at 1-____-____-____ to ask questions and receive copies of documents.
E-MAILING	<ul style="list-style-type: none"> • Email the Settlement Administrator at _____@_____.com
WRITING	<ul style="list-style-type: none"> • Send your questions by mail to: WASH TSRE Fee Settlement, [ADDRESS]
VISITING THE SETTLEMENT WEBSITE	<ul style="list-style-type: none"> • Visit www.washclassactionsettlement.com, where you will find answers to common questions about the Settlement plus other information to help you.
REVIEWING LEGAL DOCUMENTS	<ul style="list-style-type: none"> • You may also review the Court's file during regular court hours at: Los Angeles Superior Court Spring Street Courthouse 312 N. Spring Street Los Angeles, California 90012

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUIT, THE SETTLEMENT, OR THIS NOTICE.

THE COURT WILL NOT RESPOND TO LETTERS OR TELEPHONE CALLS. IF YOU WISH TO ADDRESS THE COURT, YOU MUST FILE AN APPROPRIATE PLEADING OR MOTION WITH THE CLERK OF THE COURT IN ACCORDANCE WITH THE COURT'S USUAL PROCEDURES.

DATED: _____, 2020

BY ORDER OF THE COURT, SUPERIOR COURT FOR THE STATE OF CALIFORNIA

EXHIBIT B
TO SETTLEMENT
AGREEMENT

1 Paul R. Kiesel (SBN 119854)
kiesel@kiesel.law
2 Jeffrey A. Koncius (SBN 189803)
koncius@kiesel.law
3 Cherisse Heidi A. Cleofe (SBN 292152)
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4 **KIESEL LAW LLP**
8648 Wilshire Boulevard
5 Beverly Hills, California 90211-2910
Telephone (310) 854-4444
6 Facsimile (310) 854-0812

7 Michael C. Lieb (SBN 126831)
mlieb@ecjlaw.com
8 Andrew J. Peterson (SBN 293886)
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9 **ERVIN COHEN & JESSUP LLP**
9401 Wilshire Boulevard, Ninth Floor
10 Beverly Hills, California 90212-2974
Telephone (310) 273-6333
11 Facsimile (310) 859-2325

12 Attorneys for Plaintiffs and Plaintiff Class

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

16 SHERMAN GROVE APARTMENTS, LLC,
a California limited liability company;
17 BERENDO HOLLYWOOD APARTMENTS,
LP, a California limited partnership; and
18 QUEEN'S GATE RESIDENTIAL, LLC, a
California limited liability company,
19 individually, and on behalf of those similarly
situated,

20 Plaintiffs,

21 v.

22 WASH MULTIFAMILY LAUNDRY
23 SYSTEMS, LLC, a California limited liability
company; and DOES 1 through 50, and each
24 of them,

25 Defendants.

Case No. 18STCV00129

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

Hearing Date: TBD
Time: TBD
Place: Department 11
Judge: Hon. Ann I. Jones

1 The above-titled action (“Action”) is a class action brought by Plaintiffs Sherman Grove
2 Apartments, LLC, Berendo Hollywood Apartments, LP, and Queen’s Gate Residential, LLC
3 (collectively, “Plaintiffs”) against WASH Multifamily Laundry Systems LLC (“WASH”)
4 (collectively with Plaintiffs, the “Parties”). Plaintiffs’ allegations concern the assessment of a
5 Technology Service Revenue Expansion (“TSRE”) Fee by WASH on its former and current
6 landlord clients.

7 On _____, an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”) was entered by this Court, preliminarily
9 approving the proposed Settlement of this Action pursuant to the terms of the Joint Stipulation and
10 Settlement Agreement, which is attached hereto as Exhibit A and incorporated by this reference
11 (“Settlement Agreement”), and directing that Notice be given to the members of the Settlement
12 Class. The Settlement Class was conditionally certified as:

13 All current and former WASH landlords that were assessed and/or subject to the
14 TSRE Fee who have not received a complete refund of the TSRE Fee from
15 WASH.

16 Excluded from the Settlement Class are all: (i) individuals and entities who have entered
17 into a settlement agreement with WASH that releases claims related to the TSRE Fee; and
18 (ii) persons who properly execute and file a timely request for exclusion from the Settlement Class.

19 Pursuant to the Parties’ plan for providing Notice to the Settlement Class (the “Notice
20 Plan”), the Settlement Class was notified of the terms of the proposed Settlement and of a Final
21 Approval Hearing to determine: (1) whether the terms and conditions of the Settlement Agreement
22 are fair, reasonable, and adequate; (2) whether the Final Approval Order and Judgment should be
23 entered; (3) whether the Court should approve the provisions of the Settlement Agreement with
24 respect to participation awards; and (4) whether the Court should grant Class Counsel’s application
25 for the Attorneys’ Fee and Cost Award.

26 A Final Approval Hearing was held on _____. Prior to the Final Approval Hearing, Class
27 Members were notified of their right to appear at the hearing in support of, or in opposition to, the
28 proposed Settlement, the Attorney Fee and Cost Award to Class Counsel, and the payment of
participation awards.

1 NOW, THEREFORE, the Court, having heard the oral presentations made at the Final
2 Approval Hearing, and having reviewed all of the submissions supporting and objecting to the
3 proposed Settlement, and having considered the provisions of the Settlement Agreement and having
4 reviewed the materials in connection therewith,

5 **It is hereby ORDERED, ADJUDGED and DECREED THAT:**

6 1. The Court, for purposes of this Order, adopts all defined terms set forth in the
7 Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter of this action and over all claims
9 raised therein and all Parties thereto, including the Class Members.

10 3. The Court finds, solely for purposes of considering this Settlement and for
11 settlement purposes only, that the requirements of Code of Civil Procedure § 382 and applicable
12 law are satisfied, including requirements for the existence of an ascertainable class, a community
13 of interest, and manageability of a settlement class, that common issues of law and fact
14 predominate, and that a settlement class is superior to alternative means of resolving the claims and
15 disputes at issue in this action.

16 4. The Court finds that the Notice Plan and Notice set forth in the Settlement
17 Agreement and effectuated pursuant to the Preliminary Approval Order conforms with the
18 requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769,
19 the California and United States Constitutions, and any other applicable law, and constitutes the
20 best notice practicable under the circumstances, and constitutes due and sufficient notice to the
21 Settlement Class of the pendency of this Action, certification of the Settlement Class for settlement
22 purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing. The Notice
23 provided individual notice to all Class Members who could be identified by reasonable effort, and
24 by providing due and adequate notice of the proceedings and of the matters set forth therein to other
25 Class Members.

26 5. The Court finds that the Settlement has been reached as a result of intensive, serious,
27 and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted
28 thorough investigation and research, and that the attorneys for the Parties are able to reasonably

1 evaluate their respective positions. The Court also finds that settlement at this time will avoid
2 additional, substantial costs, as well as avoid the delay and risks that would be presented by the
3 further prosecution of the action.

4 6. A full opportunity has been afforded to the Settlement Class to participate in the
5 Final Approval Hearing and all Settlement Class Members and other persons wishing to be heard
6 have been heard. The Settlement Class Members also have had a full and fair opportunity to exclude
7 themselves from the Settlement.

8 7. The Parties' Settlement is granted final approval as it meets the criteria for final
9 settlement approval. The Settlement falls within the range of reasonableness and is valid. The
10 Settlement Class meets the requirements for certification for settlement purposes only under Code
11 of Civil Procedure § 382.

12 8. The Class Members who will be bound by the Settlement Agreement and this Final
13 Approval Order and Judgment shall include all members of the Settlement Class who did not submit
14 a timely and valid Request for Exclusion. The members of the Settlement Class who have requested
15 exclusion are identified on Exhibit B hereto.

16 9. Class Members have objected to the terms of the Settlement. The Court has fully
17 considered and overrules the objections to the Settlement filed by _____, and finds that
18 they do not merit denial of final approval of the Settlement or Plaintiffs' motion for attorneys' fees,
19 costs, and service award.

20 10. For purposes of the Settlement and this Final Approval Order and Judgment, the
21 Settlement Class shall consist of: All current and former WASH landlords that were assessed and/or
22 subject to the TSRE Fee who have not received a complete refund of the TSRE Fee from WASH.
23 Excluded from the Settlement Class are all individuals and entities who have entered into a
24 settlement agreement with WASH that releases claims related to the TSRE Fee.

25 11. The Settlement, as set forth in the Settlement Agreement, is in all respects fair,
26 reasonable, adequate and in the best interest of the Settlement Class, and it is approved. The Parties
27 shall effectuate the Settlement Agreement according to its terms.

28

1 12. As of the Effective Date, the Plaintiffs and all members of the Settlement Class shall
2 have, by operation of this Final Approval Order and Judgment, fully, finally, and forever released,
3 relinquished, and discharged Defendant WASH from all Released Claims pursuant to Section III.11
4 of the Settlement Agreement. Upon the Effective Date, Plaintiffs and all members of the Settlement
5 Class shall be are permanently barred and enjoined from the institution or prosecution of any and
6 all claims released under the terms of the Settlement Agreement.

7 13. This Order, the Preliminary Approval Order, the Settlement Agreement, the
8 Settlement which it reflects, and any and all acts, statements, documents, or proceedings relating to
9 the Settlement are not, and shall not be construed as, or used as an admission by or against
10 Defendant or any other Released Parties of any fault, wrongdoing, or liability on their part, or of
11 the validity of any Released Claims or of the existence or amount of damages, and shall not be
12 offered or admitted into evidence or referred to in any way (orally or in writing) in any other action,
13 arbitration, or other proceeding, except as allowed by Cal. Evid. Code § 1152, FRE 408, and other
14 similar rules.

15 14. Without affecting the finality of this Final Approval Order and Judgment, and
16 pursuant to California Rule of Court 3.769, the Court reserves jurisdiction over the implementation
17 of the Settlement, including enforcement and administration of the Settlement Agreement, and
18 including any releases in connection therewith, and any other matters related or ancillary to the
19 foregoing.

20 15. The Court hereby orders the Settlement Administrator to administer the claims
21 procedures and make Settlement payments in accordance with the terms of the Settlement
22 Agreement.

23 16. Upon expiration of the time period set out in Section III.10.j(v) of the Settlement
24 Agreement, the Court will amend the Judgment to direct payment of any uncashed checks to Bet
25 Tzedek, which satisfies the requirements of Code of Civil Procedure § 384(b) in that it is a nonprofit
26 organization providing civil legal services to the indigent.

27 17. Upon completion of administration of the Settlement, the Parties shall file a
28 declaration stating that all amounts payable under the Settlement have been paid and that the terms

1 of the Settlement have been completed. In the event that any un-cashed checks must be distributed
2 to the approved cy pres recipient (Bet Tzedek) upon expiration of the time period set out in Section
3 III.10(j)(v) of the Settlement Agreement, the Settlement Administrator will cancel the tax
4 documents associated with those un-cashed or abandoned checks, and the Parties will submit to the
5 Court a revised Judgment that states the final disposition of all amounts under this Settlement,
6 including the aggregate amount of all uncashed checks and any accrued interest, in compliance
7 with California Code of Civil Procedure § 384. The Settlement Administrator shall not transmit
8 any funds to the approved cy pres recipient (Bet Tzedek) until the Parties have provided to the
9 Settlement Administrator a revised Final Approval Order and Judgment approving the final
10 distribution of all Settlement funds, including the amount of unclaimed funds and accrued interest,
11 if any, to be transmitted to the cy pres recipient. Any revised Final Approval Order and Judgment
12 shall require that all unclaimed funds and any accrued interest shall be distributed to the cy pres
13 recipient so that no additional funds from this Settlement remain in the custody of the Settlement
14 Administrator.

15 18. This Final Approval Order and Judgment is intended to be a final disposition of the
16 Action in its entirety and is intended to be immediately appealable and fully and finally resolves all
17 claims in this Action.

18 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
19 notice of this Final Approval Order and Judgment to all Class Members by posting the Final
20 Approval Order and Judgment on the Settlement Administrator's website after the date of entry.
21 No individualized notice shall be required to the Settlement Class.

22 20. The Court sets a status conference regarding Compliance with the Settlement on
23 _____, 2021, at ____ [a.m./p.m]. The Parties shall file a joint report detailing the status of
24 settlement five court days in advance of the hearing.

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IT IS SO ORDERED.

Dated: _____

The Honorable Ann I. Jones
Judge of the Superior Court

EXHIBIT C
TO SETTLEMENT
AGREEMENT

1 Paul R. Kiesel (SBN 119854)
kiesel@kiesel.law
2 Jeffrey A. Koncius (SBN 189803)
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Telephone (310) 273-6333
11 Facsimile (310) 859-2325

12 Attorneys for Plaintiffs and Plaintiff Class

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

16 SHERMAN GROVE APARTMENTS, LLC,
a California limited liability company;
17 BERENDO HOLLYWOOD APARTMENTS,
LP, a California limited partnership; and
18 QUEEN'S GATE RESIDENTIAL, LLC, a
California limited liability company,
19 individually, and on behalf of those similarly
situated,

20 Plaintiffs,

21 v.

22 WASH MULTIFAMILY LAUNDRY
23 SYSTEMS, LLC, a California limited liability
company; and DOES 1 through 50, and each
24 of them,

25 Defendants.

Case No. 18STCV00129

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: TBD
Time: TBD
Place: Department 11
Judge: Hon. Ann I. Jones

1 The motion of Plaintiffs Sherman Grove Apartments, LLC, Berendo Hollywood
2 Apartments, LP, and Queen’s Gate Residential, LLC (“Plaintiffs”) for an order preliminarily
3 approving the Settlement, conditionally certifying the Settlement Class, approving the form of
4 Notice to the Settlement Class, and setting a Final Approval Hearing came on for hearing in
5 Department 11 of this Court on _____. Jeffrey A. Koncius, Cherisse H.A. Cleofe, Michael C.
6 Lieb, and Andrew Peterson appeared on behalf of Plaintiffs. Sarah Crooks, Heidee Stoller, and
7 Alisha Burgin appeared on behalf of Defendant WASH Multifamily Laundry Systems, LLC
8 (“WASH”).

9 Having read the proposed Joint Stipulation and Settlement Agreement, attached hereto as
10 Exhibit A (the “Settlement Agreement”), the motion, the memorandum, and the declarations filed
11 by the Parties, and having heard argument of counsel, **IT IS HEREBY ORDERED AS**
12 **FOLLOWS:**

13 1. The Court, for purposes of this Order, adopts all defined terms set forth in the
14 Settlement Agreement and incorporates them by reference as if fully set forth herein.

15 2. The Settlement Agreement and the Settlement contained therein are preliminarily
16 approved as within the range of possible approval. The Court preliminarily finds that the terms of
17 the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code
18 of Civil Procedure § 382 and applicable law.

19 3. The Court finds that the Settlement has been reached as a result of intensive, serious,
20 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
21 thorough investigation and research, and that the attorneys for the Parties are able to reasonably
22 evaluate their respective positions. The Court also finds that settlement at this time will avoid
23 additional substantial costs, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the action.

25 4. The Parties’ Settlement is granted Preliminary Approval as it meets the criteria for
26 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the
27 proposed Settlement Class of the terms of the proposed Settlement.
28

1 5. The following persons are conditionally certified as Class Members solely for the
2 purpose of entering a settlement in this matter:

3 All current and former WASH landlords that were assessed and/or
4 subject to the TSRE Fee who have not received a complete refund
5 of the TSRE Fee from WASH.

6 6. Excluded from the Settlement Class are all (i) individuals and entities who have
7 entered into a settlement agreement with WASH that releases claims related to the TSRE Fee; and
8 (ii) persons who properly execute and file a timely request for exclusion from the Settlement Class.

9 7. Finding them adequate and having no interests adverse to the Settlement Class, the
10 Court appoints Plaintiffs Sherman Grove Apartments, LLC, Berendo Hollywood Apartments, LP,
11 and Queen's Gate Residential, LLC as Class Representatives. The Court also finds that Plaintiffs'
12 counsel are adequate, as they are experienced in consumer class action litigation and have no
13 conflicts of interest with absent Class Members, and that they adequately represented the interests
14 of absent Class Members in the Litigation. The Court therefore appoints the law firms of Kiesel
15 Law LLP and Ervin Cohen & Jessup LLP, as Class Counsel.

16 8. The Court approves, as to form and content, the proposed Class Notice (attached to
17 the Settlement Agreement as Exhibit A). The Parties' proposed notice plan is constitutionally sound
18 because individual notices will be mailed to all Class Members, or their representatives, as their
19 identities are known to the parties, and such notice is the best notice practicable under the
20 circumstances. The Class Notice is sufficient to inform Class Members of the terms of the
21 Settlement, their rights under the Settlement, their rights to object to the Settlement, their right to
22 receive a payment under the Settlement or elect not to participate in the Settlement and the
23 processes for doing so, and the date and location of the Final Approval Hearing. The Class Notice
24 and the manner of giving notice meets the requirements of section 382 of the Code of Civil
25 Procedure, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the
26 California and United States Constitutions, and other applicable law.

27 9. The Court hereby appoints Angeion Group to act as the Settlement Administrator to
28 supervise, administer, and carry out notice to the Settlement Class as set out in the Settlement

1 Agreement. All Administration Costs shall be submitted to the Court for approval and paid from
2 the Settlement Fund.

3 10. Defendant is directed to provide the Settlement Administrator with the names and
4 most recent mailing addresses of the Class Members' authorized Payees, and any other information
5 required in accordance with the Settlement Agreement.

6 11. Class Members will be bound by the Settlement Agreement unless they submit a
7 timely and valid written Request for Exclusion from the Settlement in accordance with the terms
8 of the Settlement Agreement.

9 12. Any Request for Exclusion shall be submitted to the Settlement Administrator rather
10 than filed with the Court. Class Members are not required to send copies of the Request for
11 Exclusion to counsel. The Settlement Administrator shall file a declaration concurrently with the
12 filing of any motion for final approval, authenticating a copy of every Request for Exclusion and
13 objection received by the Settlement Administrator.

14 13. Prior to the Final Approval Hearing, Plaintiffs shall file a motion for Final Approval
15 of the Settlement.

16 14. The Final Approval Hearing shall commence on _____, at _____ in Department
17 11, located at the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring
18 Street, Los Angeles, CA 90012, as set forth in the Class Notice. The purpose of the Final Approval
19 Hearing is to determine whether the proposed Settlement of this Action is fair, reasonable, and
20 adequate and should be finally approved. The Court will also consider whether applications for
21 Plaintiffs' attorneys' fees and expenses and participation awards to the Class Representatives
22 should be granted and, if so, in what amounts. In order to ensure that all interested persons have
23 been heard and all matters considered, the Final Approval Hearing may continue on an additional
24 date or dates at the Court's discretion, upon proper notice.

25 15. Plaintiffs' briefs and supporting papers in support of the proposed Settlement and
26 Final Approval Order, and application for an award of fees and expenses to Class Counsel and
27 participation awards to the Class Representatives, shall be filed with the Court _____ days before
28 the Final Approval Hearing. After the Final Approval Hearing, the Court may enter a Final

1 Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate
2 the rights of all Class Members and an order granting Class Counsel's application for an award of
3 fees and expenses and for the participation awards.

4 16. Any member of the Settlement Class who has not timely elected to be excluded from
5 the Settlement Class, and who objects to approval of the Settlement, including any application for
6 the Attorneys' Fee and Cost Award and participation awards, may appear at the Final Approval
7 Hearing in person or through counsel to show cause why the Settlement should not be approved as
8 fair, reasonable, and adequate.

9 17. Objections to the Settlement should, but are not required to, be made in accordance
10 with the Settlement Agreement. Any objection should be submitted to the Settlement Administrator
11 rather than filed with the Court or sent to counsel. The Settlement Administrator shall file a
12 declaration concurrently with the filing of any motion for final approval, authenticating a copy of
13 every objection received by the Settlement Administrator. Any Class Member who does not make
14 an objection to the Settlement in the manner provided in the Settlement Agreement and who does
15 not appear at the Final Approval Hearing to voice his or her objection shall be deemed to have
16 waived any such objection by appeal, collateral attack, or otherwise.

17 18. The procedures and requirements for filing objections in connection with the Final
18 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
19 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
20 due process rights of all Class Members.

21 19. All discovery and other pretrial proceedings in this Action are stayed and suspended
22 until further order of this Court, except such actions as may be necessary to implement the
23 Settlement Agreement and this Order.

24 20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
25 connection with the administration of the Settlement which are not materially inconsistent with
26 either this Order or the terms of the Settlement Agreement.

27 21. To facilitate administration of the Settlement pending final approval, the Court
28 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative

1 proceedings regarding claims released by the Settlement unless and until such Class Members have
2 filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims
3 with the Settlement Administrator has elapsed.

4 22. Neither the Settlement Agreement nor any document referred to or contemplated
5 therein, nor any negotiations, statements or proceedings in connection therewith shall be construed
6 as, or be deemed to be evidence of, an admission, concession, or indication by or against Defendant
7 or any of the Released Parties of any fault, wrongdoing, or liability whatsoever, and shall not be
8 offered or admitted into evidence or referred to in any way (orally or in writing) in any other action,
9 arbitration, or other proceeding, except as allowed by Cal. Evid. Code § 1152, FRE 408, and other
10 similar rules (and specifically excepting the Litigation and/or a proceeding involving an effort to
11 enforce the Settlement Agreement).

12 23. In the event that the Settlement as provided in the Settlement Agreement is not
13 finally approved by the Court, or for any reason the parties fail to obtain a Final Approval Order
14 and Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is
15 terminated pursuant to its terms, then the Settlement Agreement and all orders entered in connection
16 therewith shall become null and void and of no further force and effect, and shall not be deemed an
17 admission or offered or admitted into evidence or referred to in any way (orally or in writing) in
18 this Action, the Other Pending Actions, or any other action, arbitration, or other proceeding, for
19 any purpose. In such event, the Settlement Agreement and all negotiations and proceedings relating
20 thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto.

21 24. The Court reserves the right to continue the date of the Final Approval Hearing
22 without further notice to Class Members. Class Counsel shall give notice to any objecting party of
23 any continuance of the Final Approval Hearing.

24 25. The Court retains jurisdiction to consider all further applications arising out of or in
25 connection with the Settlement.

26 26. The Court orders the following Implementation Schedule for further proceedings:
27
28

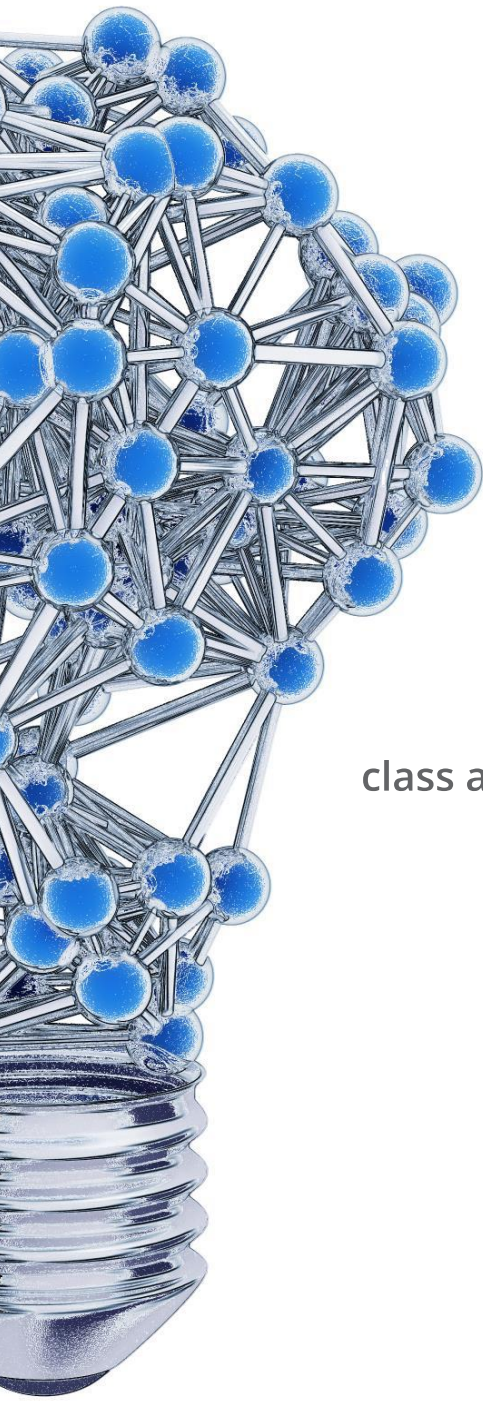
<u><i>Event</i></u>	<u><i>Timing</i></u>
Last day for Defendant to provide Class Data to Settlement Administrator for preparation of the Class Notice.	
Notice Date, which is the last day for all of the following to occur: (i) mailing of Class Notice to Class Members; (ii) the settlement website is live and available to the public; and (iii) the toll-free telephone number for Class Members is operational.	
Last day for Class Counsel to file motion for Attorneys' Fee and Cost Award and participation awards.	
Response Deadline, which is the last day for Class Members to opt out or object to the Settlement.	
Last day for Plaintiffs to respond to objections.	
Last day for Settlement Administrator to provide declaration of mailing of Class Notice and authenticating a copy of every Request for Exclusion and Objection received.	
Last day for parties to file motion and supporting documents for Final Approval of the Settlement.	
Final Approval Hearing.	

IT IS SO ORDERED.

Dated: _____

The Honorable Ann I. Jones
Judge of the Superior Court

EXHIBIT D
TO SETTLEMENT
AGREEMENT



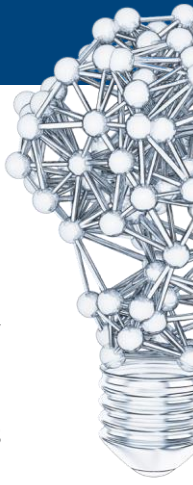
INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (May 7, 2020): The Court approves the Claim Form, Class Notice, and Summary Notice, which are attached to the Settlement Agreement as Exhibits A, B, and C, respectively, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for Attorneys' Fees and/or Expenses and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (June 10, 2020): The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibits A and B thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Exhibits A and B to the Agreement. (Doc. 57-2). The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

CLAY ET AL. V. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other



applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).



HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties' briefings, plaintiffs' declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process



Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).



ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8,



2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice



requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.



The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].



IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

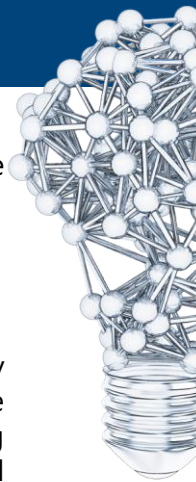
The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the



Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION
MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.
Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.
Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION
MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid



email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



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Changing the Rules

Exhibit D

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STREAMLINING CLAIMS ADMINISTRATION FOR BETTER OUTCOMES AND LOWER COSTS

Angeion Group provides comprehensive settlement management services for class actions, mass tort, and bankruptcy administration. Leveraging world-class technology, proven best practices, and expert consulting, Angeion delivers the services and capabilities that drive greater efficiency in settlement administration. Formed by a proven and experienced executive leadership team, Angeion is bringing novel ideas and fresh approaches to notice and claims administration.

THE ANGEION GROUP DIFFERENCE

Proven Experience

Count on Angeion for a trusted and proven track record in claims administration. Our executive management team has supported over 2000 class action administrations and the distribution of over \$10 billion to class members.

Best Practice Focus

Our team harnesses this experience through a set of proven and standard case management methodologies that form best practices and procedures for settling all cases. Underlying our commitment to best practices is our proprietary processing approach that simplifies and streamlines settlement administration. No other settlement administration firm can deliver this level of quality and experience.

Integrated Services

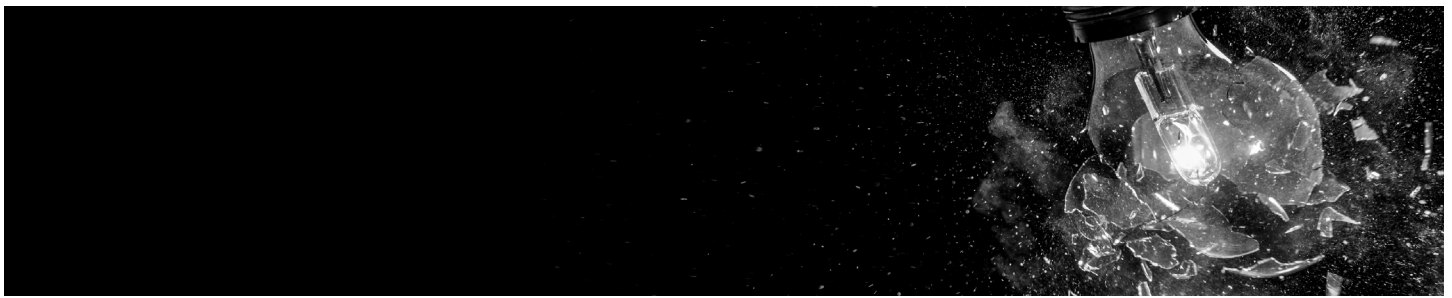
Angeion is a leader in turnkey integrated services for claims administration and litigation support. We provide law firms, courts and claimants with the seamless efficiency and peace of mind that comes from working with one proven partner, from discovery through settlement administration.

Transparent Processes

Angeion further leverages our technology expertise to bring a new level of transparency to claims administration, facilitating seamless claims processes and open lines of communication in even the most complex class action cases.

Operational Excellence

Our sophisticated infrastructure drives superior case management and enables us to provide a settlement administration that is more efficient and cost-effective than other claims administrators.



COMPREHENSIVE CLAIMS ADMINISTRATION SERVICES

Lean on the experience of Angeion to handle the nuances of settlement administration, managing thousands of complex tasks swiftly and efficiently. Our technology-enabled services offer the flexible capacity for settlements of all sizes.

Class Action Administration

Rely on the expertise and technology savvy of Angeion Group to manage your class action settlement needs at the highest level of precision and efficiency. Angeion's end-to-end class action services, best practice approaches, and dedicated operational infrastructure provide a streamlined and efficient administration path for all types of class action matters – large and small – including: Antitrust, Securities, Labor & Employment, and Consumer.

Mass Tort Administration

Angeion Group provides comprehensive services and consulting expertise for mass tort administration. Our services are designed to help our clients achieve the highest value resolution of cases efficiently and cost-effectively. Angeion delivers end-to-end support for every step of the mass tort administration process – including data intake and management, records retrieval, claims adjudication, lien resolution and Qualified Settlement Fund (QSF) distribution.

LEGAL NOTICING SERVICES

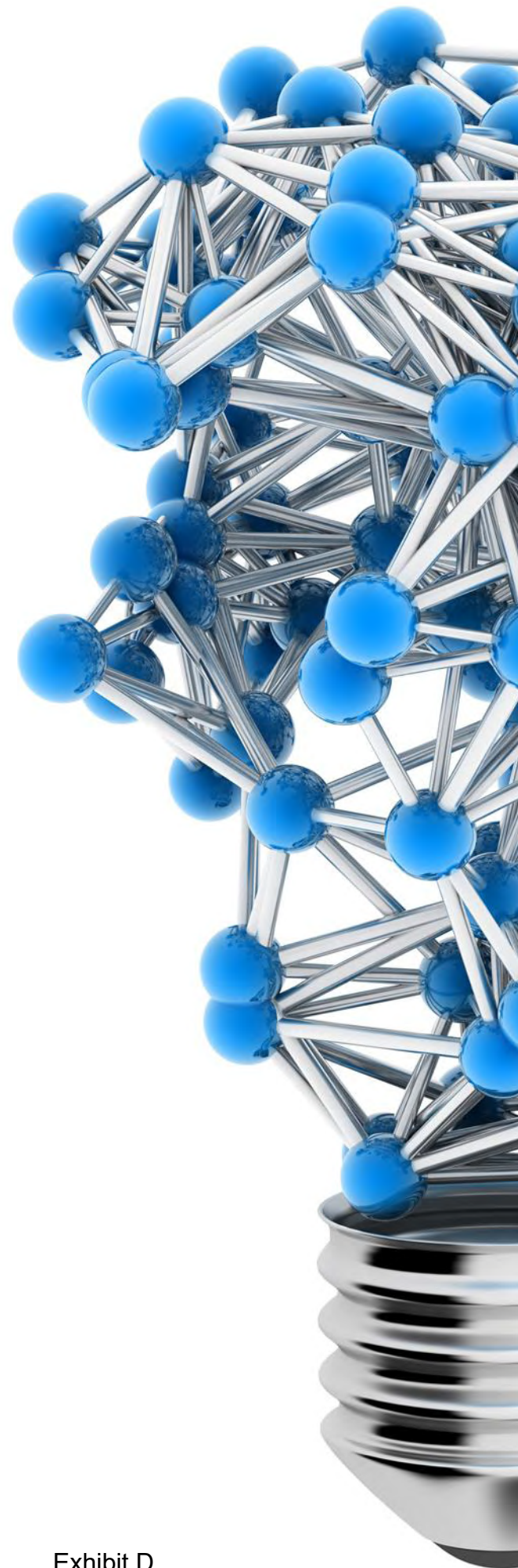
Utilizing a measurable and industry-approved methodology, including the most targeted combination of traditional paid media (print and broadcast), digital, social and mobile media, and innovative direct marketing, Angeion Group implements notice plans for any class, regardless of unique demographic or linguistic requirements. Angeion works with counsel to develop the most cost-effective notice plan strategies to maximize class member reach and minimize cost.

LITIGATION SUPPORT SERVICES

Angeion Group augments our core claims administration services with comprehensive support for all case-related requirements. Partnering with Angeion, counsel can access proven, value-added services including document review, electronic discovery and court reporting. Services are delivered through our sister-organization The Reliable Companies - an industry leader in e-discovery and litigation support, providing clients with access to expert professionals and leading edge technology.

DATA BREACH SERVICES

When a data breach occurs, providing timely and accurate information to affected individuals is crucial for seamless crisis management. Corporate clients and their legal counsel turn to Angeion Group for the rapid data breach response solutions that support notification and compliance efforts, facilitate message control, and aid litigation strategies. Angeion delivers the immediate, expert response services that provide our clients with trusted professionalism and peace of mind after a data breach event.



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