

FIRST AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND STIPULATION

Plaintiffs Sheila Linderman and Charles Mayrsohn (“Plaintiffs”), on behalf of themselves and the Class Members, on the one hand, and the City of Los Angeles (“Defendant” or “City”), on the other hand, by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Class Action Settlement Agreement and Stipulation, hereby stipulate and agree, subject to Court approval, as follows¹:

I. RECITALS

WHEREAS, on February 15, 2017, Plaintiff Sheila Linderman filed a class action entitled *Linderman v. City of Los Angeles, et al.*, in the Superior Court of the State of California for the County of Los Angeles (“LASC”) Case No. BC650785;

WHEREAS, on February 15, 2017, Plaintiff Sheila Linderman filed a Petition for Writ of Mandate and Complaint in LASC captioned *Linderman v. City of Los Angeles, et al.*, LASC Case No. BS168155;

WHEREAS, on or about April 19, 2017, Plaintiff Linderman filed a Notice of Related Case to coordinate her class action complaint (LASC Case No. BC650785) with her Petition for Writ of Mandate (LASC Case No. BS168155);

WHEREAS, on May 24, 2017, Plaintiff Linderman filed a First Amended Verified Petition for Writ of Mandate;

WHEREAS, on or about July 10, 2017, the Court entered an order relating LASC Case No. BS168155 and LASC Case No. BC650785;

WHEREAS, on or about August 31, 2017, Plaintiff Linderman filed a motion to consolidate LASC Case No. BC650785 and LASC Case No. BS168155;

WHEREAS on October 13, 2017, the Court issued an order granting consolidation of LASC Case No. BC650785 as the lead case and LASC Case No. BS168155 as the non-lead case.

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

WHEREAS, on October 25, 2017, Plaintiff Linderman filed a First Amended Class Action Complaint and Petition for Writ of Mandate in the consolidated LASC Case No. BC650785 (“First Amended Complaint”);

WHEREAS, on December 14, 2017, the City filed its Answer to Plaintiff Linderman’s First Amended Complaint and Demand for Jury Trial;

WHEREAS, on June 22, 2018, Plaintiff Linderman filed a Motion for Class Certification;

WHEREAS, on July 27, 2018, the City filed its Opposition to the Motion for Class Certification;

WHEREAS, on August 17, 2018, the Parties filed a stipulation to withdraw Plaintiff Linderman’s Motion for Class Certification and requesting a briefing schedule on Plaintiff’s Motion for leave to amend;

WHEREAS, on August 21, 2018, the Court issued an order vacating the hearing on the Motion for Class Certification and setting a briefing and hearing schedule on Plaintiff Linderman’s motion for leave to amend;

WHEREAS, on September 20, 2018, Plaintiff Linderman filed a Motion for Leave to File a Second Amended Class Action Complaint and Petition for Writ of Mandate in LASC Case No. BC650785 (“Second Amended Complaint”) that, among others things, requested the Court grant leave to add Plaintiff Charles Mayrsohn as a named plaintiff and proposed putative class representative;

WHEREAS, on October 11, 2018, the City filed its Opposition to the Motion for Leave to File the Second Amended Complaint;

WHEREAS, on November 9, 2018, the Court issued an order granting the Motion for Leave to File a Second Amended Complaint;

WHEREAS, on November 16, 2018, Plaintiffs filed the Second Amended Complaint in LASC Case No. BC650785;

WHEREAS, on February 4, 2019, the Parties filed a stipulation to give Plaintiffs leave to file a third amended complaint pursuant to the Parties meeting and conferring regarding the City's anticipated demurrer to the Second Amended Complaint;

WHEREAS on February 11, 2019, the Court issued an order granting Plaintiff leave to file a third amended complaint;

WHEREAS on February 14, 2019, Plaintiffs filed a Third Amended Class Action Complaint and Petition for Writ of Mandate in LASC Case No. BC650785 ("Third Amended Complaint");

WHEREAS on February 20, 2019, the City filed a demurrer to the Third Amended Complaint;

WHEREAS the City denies all material allegations in the Action, denies any wrongdoing of any kind, denies that the City is liable on any causes of action that were or could have been alleged in the Action, and maintains that a class cannot be certified for purposes of this litigation and at trial;

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

WHEREAS, before entering into this Agreement, Plaintiffs, by and through Class Counsel, conducted an extensive investigation into the facts and law relating to the matters alleged in the Action. This investigation included extensive pretrial discovery (including written production demands and responses thereto, notices of deposition for persons most knowledgeable regarding a variety of relevant topics, the depositions of various key personnel of Defendant, the production and inspection of thousands of pages of legal and financial documents, the finances of the City, and related topics, the evaluation of documents and information provided by Defendant, as well as legal research as to the sufficiency of the claims and appropriateness of class certification);

WHEREAS, this Agreement was reached as a result of extensive arm's-length negotiations between the Parties, and their respective counsel, occurring over the course of several weeks, and only after an in-person mediation on March 1, 2019 with the Honorable Dickran M. Tevrizian (Ret.) of JAMS, the Parties entered into this Agreement to fully and finally settle and resolve all causes of actions and class claims that were alleged or could have been alleged in the Action;

WHEREAS, based upon Class Counsel's and Plaintiffs' review, investigation, and evaluation of the facts and law relating to the matters alleged in the Action, Plaintiffs and Class Counsel, have agreed to settle the Action pursuant to the terms and conditions of this Agreement, after considering, among other things: (i) the substantial benefits to the Class under the terms of this Agreement; (ii) the risks, costs, and uncertainty of protracted litigation, especially in a complex Action such as this, as well as the difficulties and delays inherent in such litigation; and (iii) the desirability of consummating this Agreement as promptly as possible in order to provide effective relief to the Class;

WHEREAS, Class Counsel have conducted substantial formal and informal discovery, have investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and also taking into account the substantial benefits the Class will receive pursuant to this Agreement as set forth below, which, in the view of the undersigned Plaintiffs and undersigned Class Counsel, is designed for the purpose of putting to rest all controversies with Defendant that were or could have been alleged, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Class; and

WHEREAS, Defendant has concluded that continued litigation of the Action could be protracted and expensive, and based on the risk and uncertainty of continuing the Litigation, and without any admission of liability or wrongdoing, Defendant desires to fully and finally resolve

all causes of action that were alleged or that could have been alleged in the Action, known or unknown, in the manner and upon the express terms and conditions in this Agreement.

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

II. DEFINITIONS

For the purposes of this Agreement only, as used in this Agreement and the exhibits attached hereto (which are an integral and material part of this Agreement and incorporated in their entirety herein by reference), the following terms have the following meanings, unless this Agreement specifically provides otherwise. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be:

1. “Action” or the “Litigation” means the consolidated class action lawsuit and writ of mandate entitled *Linderman v. The City of Los Angeles*, LASC Case No. BC650785 pending in the Superior Court of California for the County of Los Angeles, Central District, Spring Street Courthouse, Department 7, before the Honorable Amy D. Hogue.

2. “Administration Expenses” means any and all fees, costs, charges, advances and expenses of the Settlement Administrator for performance of its duties pursuant to the terms and conditions of this Agreement, including those incurred and/or paid for dissemination of Class Notice or implementation of the Notice Plan, or notice in any other form as ordered by the Court. Administration Expenses do not include such internal costs and expenses incurred by the City in carrying out the terms of the Agreement, including assisting with or effectuating the dissemination of any portion of the Class Notice, calculating any amounts required under this Agreement, or fulfilling any of the obligations herein.

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

4. “Alarm Permit Fee” means the City’s Original Fee, Annual Renewal Fee, and Change of Location Fee for an Alarm System permit under LAMC Section 103.12 that was paid to the City during the period from August 15, 2015 to the Preliminary Approval Date.

5. “Alarm Permit Fee Ordinance” means the ordinance amending the fee for an Alarm System permit under LAMC Section 103.12 to enact the Reduced Alarm Permit Fee as described in Paragraph 61 of this Agreement.

6. “Alarm System” means the system of equipment and devices defined in LAMC Section 103.206(a)(1).

7. “Annual Police Permit Fee” means the fee defined in LAMC Section 103.07(a) as the annual police permit fee required for existing police permits that becomes due and payable each year during the two months next preceding the first day of January of the calendar year for which the annual police permit is paid.

8. “Annual Renewal Fee” means the Annual Police Permit Fee charged by the City under LAMC Section 103.12 as Annual Renewal Fee for an Alarm System permit. The Annual Renewal Fee is due and payable each year during the two months next preceding the first day of January of the calendar year for which the annual Alarm System permit is paid under LAMC Section 103.07 and Section 103.206(f).

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

10. “Change of Location Fee” means the change of location fee for police permits defined in LAMC Section 103.10 charged by the City under LAMC Section 103.12 as the Change of Location Fee for an Alarm System permit.

11. “City” means the City of Los Angeles.

12. “Class” or “Settlement Class” means all persons and entities who, between the period of August 15, 2015 and the Preliminary Approval Date, paid an Alarm Permit Fee under LAMC Section 103.12 to the City. Specifically excluded from the Class are: (a) council members of the City, the mayor of the City, and Commissioners of the City’s Police Commission; (b) any judge assigned to hear this Action; (c) and persons or entities who properly exclude themselves from the Class as provided in this Agreement.

13. “Class Counsel” or “Settlement Class Counsel” means Thomas A. Kearney and Prescott W. Littlefield of Kearney Littlefield, LLP and Richard D. Lambert of Stonebarger Law, APC.

14. “Class Member” or “Settlement Class Member” means any member of the Class who does not elect exclusion or opt-out from the Class pursuant to the terms and conditions for exclusion set out in Paragraphs 77-80 of this Agreement and the Class Notice.

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

16. “Class Representative” or “Settlement Class Representative” means Plaintiffs Sheila Linderman and Charles Mayrsohn.

17. “Complaint” means the Third Amended Class Action Complaint and Petition for Writ of Mandate filed on February 14, 2019 in consolidated LASC Case No. BC650785.

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

19. “Defendant” means the City of Los Angeles.

20. “Defendant’s Counsel” means counsel of record for Defendant: The Office of the Los Angeles City Attorney, Deputy City Attorney Felix Lebron.

21. “Effective Date” means the date on which the Final Order and/or Final Judgment in the Action become “Final.” As used herein the term “Final” means one (1) business day after

Class Counsel submits notice in writing to Defendant's Counsel that all of the following conditions have been satisfied:

- a) the Final Order and Final Judgment have been entered; and
- b) (i) if reconsideration and/or appellate review is not sought from the Final Order and/or Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and/or Final Judgment: (A) the date on which the Final Order and/or Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and/or Final Judgment are no longer subject to judicial review.

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

23. "Exclusion Deadline" or "Opt-Out Deadline" means the date that falls on the day that is forty-five (45) calendar days after the Notice Date.

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

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

- a) Giving final approval to the terms of this Agreement as fair, reasonable, and adequate;
- b) Providing for the orderly performance and enforcement of the terms and conditions of the Agreement;
- c) Discharging the Released Parties of and from all further liability to the Releasing Parties for the Released Claims;
- d) Permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of the them, or in any other capacity of any kind whatsoever, any action in any state court, any federal court, before any tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims; and
- e) The actual form of the Final Order and Final Judgment entered by the Court may include additional provisions as the Court may direct that are not inconsistent with this Agreement, and will be substantially in form attached as “**Exhibit A**” hereto (Final Order Exhibit A and Final Judgment Exhibit A-1).

26. “Fee Adjustment Credit” means a one-time, non-transferable credit toward the Annual Renewal Fee under LAMC Section 103.12 for an Alarm System permit for the 2021 calendar year. The Fee Adjustment Credit shall be calculated in an amount equal to the Net Settlement Fund divided by 130,000 and distributed in a *pro rata* amount on a per permit basis on all renewal applications and/or invoices for the Annual Renewal Fee for an Alarm System permit for the 2021 calendar year. As used herein, the Annual Renewal Fee refers reduced rate established as the Annual Renewal Fee under the Reduced Alarm Permit Fee for Alarm System permits for calendar year 2021, specifically Twenty-Six Dollars (\$26.00).

27. “LAMC” means the Los Angeles Municipal Code.

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

29. “Maximum Settlement Fund” means an amount equal to, but no more than, \$2,975,000.00.

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

31. “Notice Date” means the first date upon which the Class Notice is disseminated which shall be no more than forty-five (45) days after the Preliminary Approval Date.

32. “Notice Plan” means the plan for dissemination of the Class Notice as described in Paragraphs 63-71 of this Agreement.

33. “Objection Deadline” means the date that falls on the day that is forty-five (45) calendar days after the Notice Date.

34. “Original Fee” means the fee described in LAMC Section 103.07(d) and Section 103.206(f) for the issuance of an original permit charged by the City under LAMC Section 103.12 as the Original Fee for an Alarm System permit.

35. “Parties” means, collectively, the City and the Plaintiffs in the Action.

36. “Plaintiff” or “Plaintiffs” means Sheila Linderman and/or Charles Mayrsohn.

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

38. “Preliminary Approval Order” means the order preliminarily approving the Agreement and proposed Class Notice and Notice Plan, substantially in the form attached as “**Exhibit C**” hereto.

39. “Reduced Alarm Permit Fee” means the reduced fees charged by the City under this Agreement or the Alarm Permit Fee Ordinance for the Original Fee, Annual Renewal Fee, and Change of Location Fee for an Alarm System permit for calendar years 2020, 2021, and/or 2022 set at the following reduced rates: Original Fee shall be Forty-Three Dollars (\$43.00) for

an Alarm System permit; the Annual Renewal Fee shall be Twenty-Six Dollars (\$26.00) for an Alarm System permit; and Change of Location Fee shall Forty-Three Dollars (\$43.00) for an Alarm System permit.

40. “Release” means the release and waiver set forth in Paragraphs 86-94 of the Agreement and in Paragraph 9 of the Final Order and Final Judgment.

41. “Released Claims” means all claims, demands, actions, and/or causes of actions of whatever kind or nature, in law or in equity, including damages, costs, expenses, penalties, expert fees, and attorneys’ fees that were asserted in the Action or that could have reasonably been alleged or asserted in the Action by the Releasing Parties against the Released Parties arising out of or related to the Action, including without limitation any allegations, events, transactions, acts, omissions, matters, or occurrences related to the Alarm Permit Fee or payments of the Alarm Permit Fee or Reduced Alarm Permit Fee during the period from August 15, 2015 to the Preliminary Approval Date.

42. “Released Parties” or “Released Party” means the City and all of its boards, bureaus, divisions, departments, administrators, officers, agents, elected officials, employees, and all persons that acted on behalf of the City. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

43. “Releasing Parties” or “Releasing Party” means Plaintiffs, Class Representatives, and each Settlement Class Members on behalf of themselves and any other legal or natural persons who may claim by, through or under them.

44. “Service Award(s)” means such funds as may be awarded by the Court to the Class Representatives in recognition of their time, effort, and service to the Class, expended in pursuing the Action and in fulfilling their obligations and responsibilities as the Class Representatives.

45. “Settlement Administrator” means a qualified third party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Agreement, including providing the Class Notice and implementing the

Notice Plan pursuant to the terms and conditions in this Agreement. The Parties agree that the Court appoint JND Legal Administration as Settlement Administrator, subject to the Court's approval.

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

III. COMPROMISE OF HIGHLY CONTESTED ISSUES

47. This Agreement represents the compromise of highly contested issues in the Litigation. Defendant denies all material allegations in the Litigation, denies wrongdoing of any kind, denies that it is liable for any of the claims alleged in the Litigation, and maintains that the claims asserted have no merit, and that a class cannot properly be certified for purposes of litigation and trial. Specifically, Defendant denies that the City's regulatory fees for the issuance, renewal, or relocation of an alarm permit under the Los Angeles Municipal constitute a non-voted-for tax under Article XIII C of the California Constitution, and denies that it improperly imposed taxes on Plaintiffs or any Class Members in violation of Article XIII C of the California Constitution. Defendant asserts, among other defenses, that the claims of Plaintiffs and the Class are barred by the applicable statute of limitations and under the Government Claims Act, California Government Code Section 910 *et seq.*, for non-compliance with claims presentation requirement, that any principle of equitable tolling of such statutes does not apply and cannot be established on a class-wide basis, and that a litigation class cannot be properly certified against Defendant.

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

and settling those claims and causes of action on a class basis under the terms and conditions contained in this Agreement.

49. Plaintiffs disagree with Defendant's positions, assertions and defenses, including those stated above, and continue to assert their claims are valid both on the merits, and with regard to class certification and satisfaction of California Code of Civil Procedure Section 382 *et seq.*, and Government Code Section 910 *et seq.*

50. All Parties, however, recognize there exist substantial and significant risks regarding their claims, defenses, and/or the ability of the Class to obtain any judgment against Defendant, among other things, and therefore agree to the terms of this Agreement to resolve this hard-fought, highly-disputed and significant Litigation in light of the risks and uncertainties faced by Plaintiffs and Defendant. This Agreement and compromise was reached at a point in the Litigation when the uncertainty, disputes and risks to all Parties were particularly great, and resolves and compromises the Parties' disputes in a fair and reasonable manner.

IV. BENEFITS OF AGREEMENT

51. Class Counsel has investigated the law and the facts and have conducted discovery on these issues. Class Counsel have taken into account, *inter alia*, the expense and length of the Litigation that would be necessary to prosecute the Litigation through trial and appeal; the uncertain outcome and the risk of continued and protracted litigation, especially in a complex Action such as the Litigation; the difficulties and delays inherent in complex litigation, including potential difficulties in certifying a class, with respect to the merits of the claims presented and/or with respect to statutes of limitations; the inherent uncertainty and problems of proof of, and available defenses to, the claims asserted in the Litigation. Plaintiffs and Class Counsel believe that considering the foregoing, the Agreement set forth herein represents a reasonable compromise of highly disputed and uncertain legal, factual and procedural issues, confers substantial benefits upon the Class and provides a result and recovery that is certain to be provided to Class Members, when any recovery should the Litigation continue is completely uncertain. Based on their evaluation of all of these factors, Plaintiffs and Class Counsel have

determined that the Agreement, on the terms set forth herein, is in the best interests of the Class and is fair, reasonable, and adequate.

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

53. The Agreement is the result of extensive arm's-length negotiations and discussion between Class Counsel and Defendant's Counsel with the assistance of an experienced mediator, the Honorable Dickran M. Tevrizian (Ret.) of JAMS.

V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

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

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

56. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement Agreement. Defendant's agreement to certification of the Settlement Class, for settlement purposes only, does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the putative class members.

57. If this Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for

any reason does not occur, the order certifying the Class for purposes of effectuating this Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, and the Action shall return to the procedural status quo in accordance with this Paragraph and the Parties retain all rights, defenses, arguments and objections they have regarding the propriety of class certification for any purposes other than this Agreement.

VI. SETTLEMENT BENEFITS

58. In consideration of the entry in this Action of the Final Order and Final Judgment and the Release set forth in 86-94 of this Agreement, Defendant will provide the following considerations, payments and benefits to the Class:

59. *Payment of Maximum Settlement Fund:* Within fourteen (14) days after the Effective Date, Defendant shall deposit the Maximum Settlement Fund into the Escrow Account. The Settlement Administrator shall administer the Escrow Account for the benefit of the Class in accordance with the terms of this Agreement and orders of the Court.

60. *Issuance of Fee Adjustment Credit:* Following the Settlement Administrator's payment from the Maximum Settlement Fund of: (i) Administration Expenses; (ii) Attorneys' Fees and Expenses; and (iii) the Service Awards, the Settlement Administrator shall transfer the Net Settlement Fund to Defendant and an amount equal to the Net Settlement Fund shall be distributed in the form of a one-time, non-transferable Fee Adjustment Credit toward the Annual Renewal Fee for an Alarm System permit for the 2021 calendar year for the benefit of the Class. The amount of the Fee Adjustment Credit is dependent on the amount of the Net Settlement Fund, but it is estimated that the Fee Adjustment Credit will be approximately Twelve Dollars (\$12.00) on a per permit, *pro rata* basis. Defendant shall apply the Fee Adjustment Credit to the Annual Renewal Fee established by the Reduced Alarm Permit Fee for all Alarm System permits renewed for the 2021 calendar year, but Defendant shall have

no further obligation under this Agreement to transfer or provide in-lieu consideration or payment for any unused or expired Fee Adjustment Credits.

61. *Three-Year Prospective Rate Reduction in Defendant's Alarm Permit Fee:*

Defendant has further agreed as part of the Settlement Agreement to provide additional relief to the Settlement Class in the form of a prospective, reduction in the Alarm Permit Fee for a period of no more than three years for Alarm System permits issued in calendar years 2020, 2021, and 2022 by an amount of Five Dollars (\$5.00) less than the existing Alarm Permit Fee charged by the City under LAMC Section 103.12 for an Alarm System permit. Specifically, Defendant has agreed to the following as part of the Settlement Agreement.

a) Reduced Alarm Permit Fee: Defendant has agreed to charge the Reduced Alarm Permit Fee for all Alarm System permits issued for calendar years 2020, 2021, and 2022. The Reduced Alarm Permit Fee for Alarm System permits issued for calendar years 2020, 2021, and 2022 would be as follows under this Settlement Agreement: Original Fee shall be Forty-Three Dollars (\$43.00) for an Alarm System permit; the Annual Renewal Fee shall be Twenty-Six Dollars (\$26.00) for an Alarm System permit; and Change of Location Fee shall Forty-Three Dollars (\$43.00) for an Alarm System permit. Defendant shall have no obligation to charge the Reduced Alarm Permit Fee for any Alarm System permits issued for the 2023 calendar year or any years thereafter.

b) Alarm Permit Fee Ordinance: Defendant has also agreed to enact the Alarm Permit Fee Ordinance within 60 days after the Effective Date. The Alarm Permit Fee Ordinance shall amend the Alarm Permit Fee under LAMC Section 103.12 for an Alarm System permit to reflect the Reduced Alarm Permit Fee.

62. *Payment of Costs for Implementation of Settlement:* Defendant has further agreed as part of the Settlement Agreement to pay for all costs, including those associated with Defendant administering and implementing the aforementioned Fee Adjustment Credit, the Reduced Alarm Permit Fee, and the Alarm Permit Fee Ordinance and that payment of such

internal costs shall be separate and apart from Defendant's obligation to pay the Maximum Settlement Fund.

VII. NOTICE PLAN

63. The Parties shall jointly recommend and retain JND Legal Administration to be the Settlement Administrator.

64. Class Notice will be disseminated through: (a) the Summary Notice (substantially in the form of "**Exhibit D**" attached hereto) which shall be issued to the Class via first-class mail; and (b) an internet website created by the Settlement Administrator ("Settlement Website") which shall post the Summary Notice, the Long-Form Notice (substantially in the form of "**Exhibit B**" attached hereto), and any additional documents as may be ordered by the Court. Class Notice shall be issued in English only; however, should the Court order that Class Notice be issued in any language other than English – whether such Class Notice be made available on the Settlement Website or otherwise – the Parties agree to comply with any such order; provided, however, that in no event shall Defendant be obligated to pay any amounts in excess of the Maximum Settlement Fund.

65. No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name and mailing address, (collectively, "Class Member Information") of each Class Member. Defendant warrants and represents that it will provide the most current Class Member Information for all Class Members to the Settlement Administrator. The Notice Date shall be no later than forty-five (45) days after the entry of the Preliminary Approval Order.

66. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website, that will inform Class Members of the terms of this Agreement, their rights, dates, and deadlines with respect to the Agreement, updated information regarding benefits provided pursuant to this Agreement herein and related information. The Settlement Website may also have a section for frequently asked questions, as well as a portal for Class Members to submit questions via confidential e-mail to Class Counsel for a confidential response. Defendant

shall have the right to review and consent to the form of the publicly available frequently asked questions and answers section, consent for which shall not be unreasonably withheld. Questions submitted to Class Counsel through the portal shall constitute confidential and privileged communication seeking legal advice, which questions and responses Defendant shall not see.

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

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

67. Prior to the Notice Date, the Settlement Administrator shall establish a toll-free telephone number, through which Class Members may obtain information about the Action and the Agreement and request a mailed copy of the Long Form Notice, pursuant to the terms and conditions of this Agreement.

68. Within fifteen (15) days after the entry of the Preliminary Approval Order and to be completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator, in coordination with the Parties, shall provide the Summary Notice by first class mail, to each Class Member.

69. Prior to the transmission of the Summary Notice via U.S. Mail, the Settlement Administrator shall cause the address of each Class Member, as provided in the Class Member Information, to be updated using the United States Postal Service's National Change of Address System. Summary Notice will be mailed to the updated addresses. After the mailing, for each Class Member's Summary Notice that is returned by the United States Postal Service without a forwarding address, the Settlement Administrator shall conduct a one-time address search for

that Class Member for the purpose of obtaining an updated address. In the event an updated address is found, the Summary Notice will be mailed to the updated address.

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

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

deducted from the Agreement Fund, reducing the amount of monetary benefit to each Class Member.

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

VIII. ADMINISTRATION OF THE AGREEMENT

72. Because the names of Class Members and other personal information about them will be provided to the Settlement Administrator, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Class Counsel, and will agree to protect, safeguard, and secure any information that is provided and ensure that this information is used solely for purpose of effectuating this Agreement.

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

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

shall promptly provide Class Counsel and Defendant's Counsel with copies thereof;
and

- c) Receive and maintain all correspondence from any Class Member regarding the Agreement.

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

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

m) opening and maintaining the Escrow Account and administering payments from the Maximum Settlement Fund via the Escrow Account, as approved by the Court and as required under the Agreement.

75. No more than sixty (60) days after the Notice Date, the Settlement Administrator shall provide the Parties with a declaration: (i) attaching a list of those persons who timely opted out or excluded themselves from the Agreement; (ii) attaching a list of those persons who timely objected to the Agreement, along with a copy of their written objections; and (iii) providing an accounting reflecting the Administration Expenses incurred as of that time and the amount of additional Administration Expenses expected to be incurred for which the Settlement Administrator will seek to be reimbursed from the Maximum Settlement Fund via the Escrow Account. The Settlement Administrator shall file with the Court a declaration outlining the scope, method and results of the notice program.

76. Following the Effective Date, the Settlement Administrator shall be reimbursed from the Maximum Settlement Fund via the Escrow Account for Administration Expenses incurred which, as of the date of the execution of this Agreement, is estimated to be One Hundred Thousand Dollars (\$100,000.00.)

IX. REQUESTS FOR EXCLUSION

77. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Long-Form Notice, postmarked by the Exclusion Deadline ordered by the Court in the Preliminary Approval Order. The request must (a) state the Class Member's name, address, and telephone number; (b) reference *Linderman v. City of Los Angeles, Case No. BC650785*; and (c) clearly state that the Class Member wants to be excluded from the Class, not participate in the Agreement and not receive any Agreement benefits, and otherwise comply with the terms stated in the Long-Form Notice and Preliminary Approval Order.

78. If a potential Class Member files a request for exclusion, he, she, or it may not file an objection.

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

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

X. OBJECTIONS TO THE AGREEMENT

81. Any Class Member who has not timely filed a written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Agreement, or to the award of Attorneys' Fees and Expenses, or to the Service Awards to the Class Representative, must mail a written statement, describing the Class Member's objections in the specific manner set forth in this Section (below), to the Settlement Administrator. The objection must be postmarked by the Objection Deadline ordered by the Court in the Preliminary Approval Order. Any such objection shall include: (a) the full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (d) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (e) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference *Linderman v. City of Los Angeles*, Case No. BC650785 on the envelope and written objection.

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

83. Any Class Member may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Agreement, or to the award of

Attorneys' Fees and Expenses, or Service Awards to the individual Plaintiffs and/or the Class Representatives.

84. Plaintiffs designated as the Class Representatives by the Court maintain their right to support or object to the Agreement based on the Court's determination of Class Representatives' entitlement to any Service Award, provided that Class Representatives acknowledge that while they may petition the Court for a Service Award under this Agreement, the award of a Service Award by the Court is not guaranteed and the award of a Service Award in any amount is determined by the Court in its discretion.

85. Any Class Member (including any Plaintiffs or Class Representatives) who objects to the Agreement as provided herein shall still be entitled to all benefits of the Agreement if this Agreement and the terms contained herein are approved by the Court.

XI. RELEASE AND WAIVER

86. The Parties agree to the following release and waiver, which shall take effect upon the Effective Date.

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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

90. Plaintiffs fully understand that the facts on which the Agreement is to be executed may be different from the facts now believed by Plaintiffs and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agrees that the Agreement will remain effective despite any difference in facts. Further, Plaintiffs agree that this waiver is an essential and material term of this Agreement, the settlement embodied herein and the release contained in this section, and that without such waiver the settlement in this Agreement would not have been accepted.

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

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

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

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

XII. REVIEW, APPROVAL AND RELATED ORDERS

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

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

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

- p) Authorizing Defendant to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;
- q) Authorizing the Parties, Class Counsel and the Settlement Administrator to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;
- r) Adopting all deadlines set forth herein; and
- s) Issuing other related orders to effectuate the preliminary approval of the Agreement.

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

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

- a) Find that the Court has jurisdiction over all Plaintiffs and Class Members and that venue is proper;
- b) Finally approve the Agreement pursuant to California Code of Civil Procedure Sections 382 *et seq.*, as fair, adequate and reasonable to the Class;
- c) Finally certify the Class for Agreement purposes only pursuant to California Code of Civil Procedure Section 382 *et seq.* and appoint Plaintiffs as Class Representatives and Class Counsel as counsel for the Class;
- d) Find that the Class Notice complies with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- e) Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
- f) Discharge the Released Parties of and from all further liability to the Releasing Parties for the Released Claims;
- g) Permanently bar and enjoin the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly,

as an individual or collectively, representatively, derivatively, or on behalf of the them, or in any other capacity of any kind whatsoever, any action in any state court, any federal court, before any tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims;

- h) Preserve all claims of persons not within the Class definition as well as those who have timely excluded themselves from the Class; discharging the Released Parties of and from all further liability to the Releasing Parties for the Released Claims;
- i) Adjudicate any objections that have been presented to the Agreement;
- j) Award Service Awards and Attorneys' Fees and Expenses in amounts deemed fair, adequate and reasonable in the circumstances;
- k) Authorize the Parties to implement the terms of the Agreement;
- l) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and,
- m) Issue related orders necessary to effectuate the final approval of the Agreement and its implementation.

XIII. MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

99. In the event the terms or conditions of this Agreement, other than terms pertaining to the Attorneys' Fees and Expenses and/or Service Awards, are materially modified by any court, either party in its sole discretion to be exercised within twenty-one (21) days after such a

material modification may declare this Agreement null and void. In the event that a Party exercises his/her/its option to withdraw from and terminate this Agreement, then the Agreement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Agreement, and the Parties will be returned to their respective positions existing immediately before the execution of this Agreement. Notwithstanding the foregoing, in the event this Agreement is not approved by any court, or the Agreement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any costs of notice and administration associated with this Agreement, except that each Party shall bear its own attorneys' fees and costs and Defendant's future payment obligations shall cease.

100. Notwithstanding any other provision of this Agreement, if the Settlement Administrator informs Defendant's Counsel and Class Counsel that more than ten percent (10%) of the Class opt-out of the Agreement, Defendant, in its sole discretion, may rescind and revoke the entire Agreement, thereby rendering the Agreement null and void in its entirety, by sending written notice to Class Counsel that Defendant revokes the Agreement pursuant to this Paragraph within fourteen (14) days before the Final Approval Hearing. If Defendant rescinds the Agreement pursuant to this Paragraph, it shall have no further obligations to pay the Maximum Settlement Fund or any other monies and shall be responsible for only the fees and expenses actually incurred by the Settlement Administrator, for which Plaintiffs and Class Counsel are not liable. In the event that Defendant has paid the Maximum Settlement Fund to the Escrow Account before rescinding the Agreement pursuant to this Paragraph, any fees and expenses actually incurred by the Settlement Administrator shall be paid out of the Escrow Account and the Settlement Administrator shall issue payment to Defendant of all monies remaining in the Escrow Account within seven (7) days.

XIV. SERVICE AWARDS AND ATTORNEYS' FEES AND EXPENSES

101. In recognition of the time and effort Plaintiffs expended in pursuing this action and in fulfilling their obligations and responsibilities as Class Representatives, and because of

the benefits conferred on the Class, Class Representatives, by and through Class Counsel, shall request the Court to award each Class Representative for the payment of a Service Award to be paid from the Maximum Settlement Fund in the amount of Five Thousand Dollars (\$5,000.00) each. Defendant has agreed to take no position as to the entitlement to, or the amount of, the Service Award to each Class Representative so long as neither request exceeds Five Thousand Dollars (\$5,000.00).

102. No amount has been guaranteed or promised to the Class Representatives as a Service Award. The Court shall determine the final amount of any Service Award to the Class Representatives, in its discretion, based on the request filed by Class Counsel on behalf of the Class Representatives. Any Service Award awarded by the Court shall be deducted from the Maximum Settlement Fund and paid by the Settlement Administrator from the Escrow Account.

103. The Service Award, as approved by the Court, shall be paid within thirty (30) days after the Effective Date. The Settlement Administrator shall issue a check drawn from the Escrow Account for the Service Payments to Class Counsel made payable to each Class Representative. Each Class Representative shall provide the Settlement Administrator and Defendant with an executed IRS Form W-9 for the Service Awards and either the Settlement Administrator or Defendant shall issue each Class Representative an IRS Form 1099.

104. Each Class Representative acknowledges they: (a) support the Agreement as fair, adequate and reasonable to the Class, whether or not the Court appoints them as a Class Representative or awards them any Service Award; (b) have not asserted any individual, non-class claims against Defendant; (c) have not entered into any separate Agreement with Defendant for a release of any reserved claims; (d) have not received any additional consideration from Defendant that the Class is not in a position to receive should this Agreement be approved, other than the Service Award; and (e) has read and considered this Agreement.

105. The ability of each Class Representative to apply to the Court for a Service Award is not conditioned on his or her respective support of the Agreement.

106. Class Counsel shall apply to the Court for payment of Attorneys' Fees and Expenses to be paid from the Maximum Settlement Fund as follows: (i) attorneys' fees in an amount not to exceed thirty-three and one-third (33.33%) percent of the Maximum Settlement Fund, or Nine Hundred and Ninety-One Thousand and Six-Hundred and Sixty-Seven Dollars (\$991,667.00); and (ii) unreimbursed litigation costs in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Defendant has agreed to take no position as to the entitlement to, or the amount of, Attorneys' Fees and Expenses so long as the total amount does not exceed One Million and Thirty-One Thousand and Six-Hundred and Sixty-Seven Dollars (\$1,031,667.00).

107. Any Attorneys' Fees and Expenses awarded by the Court shall be deducted from the Maximum Settlement Fund and paid by the Settlement Administrator from the Escrow Account. Such payment will be in lieu of statutory fees Plaintiffs and/or Class Counsel might otherwise have been entitled to recover from Defendant. Plaintiffs and Class Counsel agree that Defendant shall not pay, or be obligated to pay, in excess of any award of Attorneys' Fees and Expenses by the Court, and that in no event shall Defendant be obligated to pay any amounts in excess of the Maximum Settlement Fund. Class Counsel shall provide the Settlement Administrator and Defendant with an executed IRS Form W-9 for the Attorneys' Fees and Expenses and either the Settlement Administrator or Defendant shall issue each Class Counsel an IRS Form 1099.

108. Attorneys' Fees and Expenses approved by the Court shall be paid within twenty-one (21) days after the Effective Date. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees and Expenses amongst Class Counsel and any other attorneys for Plaintiffs, including Class Counsel. Defendant shall have no liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded, and, in the event that any dispute arises relating to the allocation of fees, Class Counsel agree to indemnify and hold Defendant harmless from any and all such liabilities, costs, and expenses of such dispute.

109. Any petition for Attorneys' Fees and Expenses or for Class Representative Service Awards shall be filed at least fourteen (14) calendar days prior to the Objection Deadline

and Exclusion Deadline and made available for viewing and download on the Settlement Website. Updated or supplemental petition(s) by those making initial timely petitions only, limited to reporting new and additional professional time and expenses incurred in relation to the Agreement and administration process after the filing of the initial petition, shall be permitted to be filed after that date to ensure that the new professional time, costs and expenses on a going-forward basis in the Litigation are fairly accounted for by the Court and remain compensable, subject to the Court's approval.

XV. GENERAL MATTERS AND RESERVATIONS

110. The Parties understand and agree that this Agreement may be subject to final approval by City officers and/or officials, including, but not limited to, the City Council. The execution of this Agreement is subject to and conditioned upon the granting of all such approvals as needed to make this Agreement final and binding.

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

112. Plaintiffs represent that they: (a) have agreed to serve as representatives of the Class proposed to be certified herein; (b) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (c) have read the relevant pleadings in the Action, or have had the contents of such pleadings described to them; (d) are generally familiar with the results of the

fact-finding undertaken by Class Counsel; (e) have been kept apprised of Agreement negotiations among the Parties, and have either read this Agreement, including the exhibits annexed hereto, or have received a detailed and adequate description of it from Class Counsel, and they have agreed to its terms; (f) have consulted with Class Counsel about the Action and this Agreement and the obligations imposed on representatives of the Class; (g) have authorized Class Counsel to execute this Agreement or any amendments thereto on their behalf; and (h) shall remain and serve as representative of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiff and Class Representative cannot represent the Class.

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

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

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

116. This Agreement, complete with its exhibits, sets forth the sole and entire Agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument of the Parties. The Parties expressly acknowledge that no other Agreements, arrangements, or understandings not expressed in this Agreement exist among or between them, and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior Agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

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

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

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

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

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

122. Plaintiffs, the Class, Class Counsel, Defendant and/or Defendant's Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's-length

negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

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

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

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

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

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

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

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

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

Dated: _____

SHEILA LINDERMAN

Dated: 8/29/19



CHARLES MAYRSOHN

Dated: _____

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

Dated: 8/29/19



RICHARD D. LAMBERT
STONEBARGER LAW, APC
Attorneys for Plaintiff and the Class

Dated: _____

CITY OF LOS ANGELES

By: _____

Title: _____

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

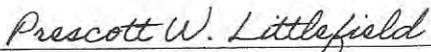
Dated: 8-29-2019


SHEILA LINDERMAN

Dated: _____

CHARLES MAYRSOHN

Dated: 8/29/19


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

Dated: _____

RICHARD D. LAMBERT
STONEBARGER LAW, APC
Attorneys for Plaintiff and the Class

Dated: _____

CITY OF LOS ANGELES

By: _____

Title: _____

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

Dated: _____

SHEILA LINDERMAN

Dated: _____

CHARLES MAYRSOHN

Dated: _____

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

Dated: _____

RICHARD D. LAMBERT
STONEBARGER LAW, APC
Attorneys for Plaintiff and the Class

Dated: 8/29/19

CITY OF LOS ANGELES



By: Felix Lebron

Title: Deputy City Attorney

Exhibit A

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

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Plaintiff,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Defendants.

Case No. BC650785

CLASS ACTION

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

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Petitioner,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Respondents.

Dept. SSC 7

Assn'ed to Hon. Amy D. Hogue

1 The Motion of Plaintiffs Sheila Linderman and Charles Mayrsohn (“Plaintiffs”) for final
2 approval of the class action settlement came on regularly for hearing on _____, ____ at _____
3 in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, the Honorable
4 Amy D. Hogue presiding. Appearing for Plaintiffs and Settlement Class Representatives were
5 Class Counsel: Prescott W. Littlefield of Kearney Littlefield, LLP and Richard D. Lambert of
6 Stonebarger Law, P.C. Appearing for Defendant, the City of Los Angeles (“Defendant” or “City”)
7 was Deputy City Attorney Felix Lebron of the Office of the Los Angeles City Attorney.

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

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

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

20 **1.** This Court, for purposes of this Final Order, adopts all defined terms as set forth in
21 the Settlement Agreement for all capitalized terms used herein, unless otherwise specified herein.

22 **2.** This Court has jurisdiction over the subject matter of the Action and over all claims
23 and causes of action raised therein and all Parties thereto, including the Settlement Class
24 Members.

25 **3.** The Court finally certifies, pursuant to California Code of Civil Procedure section
26 382, the following Settlement Class:

27 All persons and entities who, between the period of August 15, 2015 and
28 _____, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the

1 City. Specifically excluded from the Class are: (a) council members of the City,
2 the mayor of the City, and Commissioners of the City's Police Commission; (b)
any judge assigned to hear this Action; (c) and persons or entities who properly
exclude themselves from the Class as provided in this Agreement.

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

9 5. Plaintiffs appointed Settlement Class Representatives pursuant to the Preliminary
10 Approval Order fairly and adequately represented the Settlement Class.

11 6. Class Counsel appointed pursuant to the Preliminary Approval Order fairly,
12 adequately, and competently represented the Class Members.

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

24 8. The Notice Plan set forth in Section VII Settlement Agreement and effectuated
25 pursuant to the Preliminary Approval Order constitutes the best notice practicable under the
26 circumstances and shall constitute due and sufficient notice to the Settlement Class of the
27 pendency of the Action, certification of the Settlement Class for settlement purposes only, the
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1 terms of the Settlement Agreement, and the Final Fairness Hearing, and satisfies the requirements
2 of California law and federal due process of law.

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

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

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

13 **12.** Upon the Effective Date of the Final Judgment to be entered forthwith, Class
14 Representatives, Plaintiffs, and each Settlement Class Member, on behalf of themselves and any
15 other legal or natural persons who may claim by, through or under them, and all Class Members
16 not identified on **Appendix 1**, are deemed to have released and discharged the City and all other
17 Released Parties from all Released Claims under the Settlement Agreement.

18 **13.** Settlement Class Members, Class Representatives, and Plaintiffs, on behalf of
19 themselves and any other legal or natural persons who may claim by, through or under them, are
20 hereby permanently enjoined and barred from asserting, instituting, or prosecuting, either directly
21 or indirectly, any Released Claim against any of the Released Parties.

22 **14.** This Final Order, the Settlement Agreement, and the settlement which it reflects,
23 and any and all acts, statements, documents or proceedings relating to the Settlement Agreement
24 are not, and shall not be construed as, or used as an admission by or against the City or any
25 Released Party of any fault, wrongdoing, or liability on their part, or of the validity of any
26 Released Claim or of the existence or amount of any damages.

27 **15.** The City shall pay the Maximum Settlement Fund in the amount of TWO
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1 MILLION NINE HUNDRED AND SEVENTY FIVE THOUSAND AND ZERO CENTS
2 (\$2,975,000.00)_____ to the Escrow Account as required under,
3 and according to the timelines set forth in Section VI of the Settlement Agreement.

4 **16.** The Court approves the Administration Expenses in the amount of \$_____.
5 The Settlement Administrator shall be paid Administration Expenses in the total amount of
6 \$_____, which amount shall be paid out of the Escrow Account and in accordance with
7 Section VIII of the Settlement Agreement.

8 **17.** An award of \$991,667.00_____ in attorneys' fees and
9 \$_____ in costs to Class Counsel is fair and reasonable in light of the nature of this
10 case, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained
11 for the Class. Class Counsel is hereby awarded Attorneys' Fees and Expenses in the amount of
12 \$_____. The Attorneys' Fees and Expenses hereby awarded shall be paid by
13 the Settlement Administrator from the Escrow Account as required under, and according to the
14 timelines set forth in, Section XIV of the Settlement Agreement.

15 **18.** A Service Award to each Class Representative in the amount of \$5,000_____ is fair and reasonable in light of: (a) Plaintiffs' risks (including financial, professional, and
16 emotional) in commencing this action as the class representatives; (b) the time and effort spent by
17 Plaintiffs in litigating this action as the class representatives; and (c) Class Representatives' public
18 interest service. Each Class Representative is hereby awarded \$5,000_____ as a Service
19 Award. These amounts shall be paid by the Settlement Administrator from the Escrow Account as
20 required under, and according to the timelines set forth in, Section XIV of the Settlement
21 Agreement.

22 **19.** The Settlement Administrator shall transfer the Net Settlement Fund from the
23 Escrow Account to the City as required under, and according to the timelines set forth in, Section
24 VI of the Settlement Agreement.

25 **20.** The City shall issue the Fee Adjustment Credit to Settlement Class Members and
26 pursuant to the express terms and timelines set forth in Section VI of the Settlement Agreement.
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1 The City shall have no obligation to issue any Fee Adjustment Credit to any Class Member who
2 requested exclusion from the Settlement Class and is identified on **Appendix 1** attached hereto.

3 **21.** The City shall take such actions as necessary to effectuate the prospective rate
4 reduction to the Alarm Permit Fee in the amount of the Reduced Alarm Permit Fee as required
5 under, and according to the timelines set forth in, Section VI of the Settlement Agreement.

6 **22.** Plaintiffs, Class Representatives, and the Settlement Class, on the one hand, and
7 Defendant, on the other hand, shall take nothing further from the other side except as expressly set
8 forth in the Settlement Agreement and this Final Approval Order.

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

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

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

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

23 **27.** The Court is directed to enter this Final Order forthwith.

24 **IT IS SO ORDERED.**

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26 Dated: _____

27 JUDGE OF THE SUPERIOR COURT

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APPENDIX 1

Excluded Class Members:

Exhibit A1

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

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Plaintiff,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Defendants.

Case No. BC650785

CLASS ACTION

[PROPOSED] FINAL JUDGMENT

Dept. SSC 7
Assn'ed to Hon. Amy D. Hogue

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Petitioner,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Respondents.

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

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

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

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

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

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

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

20 All persons and entities who, between the period of August 15, 2015 and
21 _____, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the
22 City. Specifically excluded from the Class are: (a) council members of the City,
23 the mayor of the City, and Commissioners of the City’s Police Commission; (b)
any judge assigned to hear this Action; (c) and persons or entities who properly
exclude themselves from the Class as provided in this Agreement.

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

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

4 **5.** Plaintiffs and Settlement Class Representatives (Sheila Linderman and Charles
5 Mayrsohn) fairly and adequately represented the Settlement Class.

6 **6.** Class Counsel (Prescott W. Littlefield of Kearney Littlefield, LLP and Richard D.
7 Lambert of Stonebarger Law, APC) fairly, adequately, and competently represented the Class
8 Members.

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

12 **8.** Defendant City of Los Angeles (“Defendant”) shall pay the Maximum Settlement
13 Fund in the amount of TWO MILLION NINE HUNDRED AND SEVENTY FIVE THOUSAND
14 AND ZERO CENTS (\$2,975,000.00)_____ to the Escrow
15 Account as provided under the Settlement Agreement and pursuant to the Final Order.

16 **9.** Each Class Representative shall be awarded \$5,000.00_____ as a Service
17 Award in his and/or her capacity as a representative Plaintiff in the Action. Such funds shall be
18 paid out of the Escrow Account as provided under the Settlement Agreement and pursuant to the
19 Final Order.

20 **10.** Class Counsel shall be awarded Attorneys’ Fees and Expenses in the amount of
21 \$991,667.00_____ in attorneys’ fees and \$_____ in costs, which amounts
22 are approved as fair and reasonable, and in accordance with the terms of the Settlement
23 Agreement. Such funds shall be paid out of the Escrow Account as provided under the Settlement
24 Agreement and pursuant to the Final Order.

25 **11.** The Court awards Administration Expenses to the Settlement Administrator in the
26 amount of \$_____. Such funds shall be paid out of the Escrow Account as provided
27 under the Settlement Agreement and pursuant to the Final Order. The Net Settlement Amount
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1 shall be transferred from the Escrow Account to Defendant as provided under the Settlement
2 Agreement and pursuant to the Final Order.

3 **12.** Defendant shall issue the Fee Adjustment Credit and take such actions as necessary
4 to effectuate the prospective Reduced Alarm Permit Fee as provided under the Settlement
5 Agreement and pursuant to the Final Order.

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

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

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

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

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

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

Dated: _____

JUDGE OF THE SUPERIOR COURT

APPENDIX 1

Excluded Class Members:

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Exhibit B

Sheila Linderman, et al. v. City of Los Angeles, et al.
Consolidated Case No. BC650785

**IF YOU PAID AN INITIATING OR RENEWAL FEE FOR AN ALARM PERMIT TO
 THE CITY OF LOS ANGELES FROM AUGUST 15, 2015 TO _____, THIS
 CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS**

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

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of Los Angeles (“Action”). If the Court gives final approval to the Settlement, the City of Los Angeles (the “City”) will provide, for each Settlement Class Member a one-time billing credit for alarm permit renewals in 2021. In addition, for three (3) years following 2021, the City has agreed reduce the alarm permit renewal fee by \$5.00.

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

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

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

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

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ##

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

THE PROPOSED SETTLEMENT ##

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

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

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

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ##

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

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

HOW TO OBJECT TO THE SETTLEMENT ##

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

FAIRNESS HEARING..... ##

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

ADDITIONAL INFORMATION..... ##

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

BACKGROUND INFORMATION

1. *Why did I get a notice?*

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

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

2. *What is this lawsuit about?*

Plaintiffs Sheila Linderman and Charles Mayrsohn (“Representative Plaintiffs”) filed a lawsuit against the City on behalf of themselves and all others similarly situated. The lawsuit alleges the City overcharged individuals for the initiation and renewals of alarm permit fees in violation of various statutes and the California Constitution.

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

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

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

3. *Why is this a class action?*

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

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against the City. The City denies that it

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

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

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: all persons and entities who, between the period of August 15, 2015 and _____, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the City. Specifically excluded from the Class are: (a) council members of the City, the mayor of the City, and Commissioners of the City's Police Commission; (b) any judge assigned to hear this Action; (c) and persons or entities who properly exclude themselves from the Class as provided in this Agreement and are not Class Members.

If you received notice of this Settlement via a postcard in the mail, the City's records show that you are a member of the Class.

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

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The email address of the Settlement Administrator is _____ and the U.S. postal (mailing) address is _____.

THE PROPOSED SETTLEMENT

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

Under the Agreement, the City has agreed to provide Class Members with a one-time, non-transferable, Fee Adjustment Credit toward the Annual Renewal Fee for an Alarm System permit issued for the 2021 calendar year. It is estimated that the Fee Adjustment Credit will be approximately \$12.00 per Class Member; however, this amount may increase or decrease, on a *pro rata* basis, based on a number of factors that have yet to be determined; mainly, the Court's award of attorneys' fees, costs, and service awards to Plaintiffs and Class Counsel and the administration expenses of the Settlement Administrator. The Agreement also provides prospective relief to the Class in the form of a prospective Reduced Alarm Permit Fee for Alarm System permits issued for the 2020, 2021, and 2022 calendar years. The Reduced Alarm Permit Fee would be Five Dollars (\$5.00) less than the existing Alarm Permit Fee charged by the City for an Alarm System permit.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

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

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

9. *How will the lawyers be paid?*

Class Counsel will seek for the Court to award of up to \$991,667.00 in attorney’s fees and no more than \$40,000.00 in costs. You will not be required to pay any attorneys’ fees or costs. Please see Section XIV of the Settlement Agreement, available [HERE](#), for additional details.

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

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

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

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

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing any claims you might have against the City. Specifically, you will be bound by the release and waiver in Section XI of the Settlement Agreement and will release, and be precluded from instituting a new action against Defendant relating to, the following Released Claims: all claims, demands, actions, and/or causes of actions of whatever kind or nature, in law or in equity, including damages, costs, expenses, penalties, expert fees, and attorneys’ fees that were asserted in the Action or that could have reasonably been alleged or asserted in the Action by the Releasing Parties against the Released Parties arising out of or related to the Action, including without limitation any allegations, events, transactions, acts, omissions, matters, or occurrences related to the Alarm Permit Fee or payments of the Alarm Permit Fee or Reduced Alarm Permit Fee during the period from August 15, 2015 to [_____] (the Preliminary Approval Date).

12. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating which includes: (a) your name, address, and telephone number; (b) reference *Linderman v. City of Los Angeles*, Case No. BC650785; and (c) clearly state that you desire to be excluded from the Class, not participate in the Agreement and not receive any Agreement benefits. The letter or postcard must be postmarked no later than _____ and sent to the Claims Administrator at:

Linderman v. The City of Los Angeles.

c/o _____

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

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

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

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

Linderman v. The City of Los Angeles.

_____ Any written objections should contain: (a) the full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the objection, including any legal support the Class Member wishes to bring to the Court's attention; (d) copies of any evidence or other information the Class Member wishes to introduce in support of the objections; (e) a statement of whether the Class Member intends to appear and argue at the Fairness Hearing; (f) the individual Class Member's

written signature, with date; and (g) reference *Linderman v. City of Los Angeles*, Case No. BC650785 on the envelope and written objection.

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

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

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

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

FAIRNESS HEARING

15. *What is the Fairness Hearing?*

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

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

On _____, _____ at _____, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Amy D. Hogue in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The hearing may be postponed to a different date or time or location without notice. Please check _____ .com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

17. *May I speak at the hearing?*

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

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

ADDITIONAL INFORMATION

18. How do I get more information?

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Settlement Administrator at the email address _____ or the U.S. postal (mailing) address: _____.

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

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

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

Linderman v. The City of Los Angeles.

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

Exhibit C

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

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Plaintiff,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Defendants.

Case No. BC650785

CLASS ACTION

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

SHEILA LINDERMAN, on behalf of herself,
and all others similarly situated,

Petitioner,

v.

CITY OF LOS ANGELES, and DOES 1
through 100,

Respondents.

Dept. SSC 7
Assn'ed to Hon. Amy D. Hogue

1 The Motion by Plaintiffs Sheila Linderman and Charles Mayrshon (“Plaintiffs”) for an
2 Order preliminarily approving a proposed Settlement and provisional class certification under
3 California Rule of Court 3.769(c) and (d) came on regularly for hearing on _____, 2019, at
4 _____ in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, the
5 Honorable Amy D. Hogue presiding. Appearing for Plaintiffs and Settlement Class
6 Representatives were Class Counsel: Prescott W. Littlefield of Kearney Littlefield, LLP and
7 Richard D. Lambert of Stonebarger Law, APC. Appearing for Defendant, the City of Los Angeles
8 (“Defendant” or “City”) was Deputy City Attorney Felix Lebron of the Office of the Los Angeles
9 City Attorney. Plaintiffs and the City are referred herein together as the “Parties.”

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

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

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

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

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

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

6 **6. Provisional Certification.** The Class is provisionally certified, for settlement
7 purposes only, as a class of all persons and entities who, between the period of August 15, 2015
8 and _____, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the City.
9 Specifically excluded from the Class are: (a) council members of the City, the mayor of the City,
10 and Commissioners of the City’s Police Commission; (b) any judge assigned to hear this Action;
11 (c) and persons or entities who properly exclude themselves from the Class as provided in this
12 Agreement.

13 **7. Appointment of Class Representative and Class Counsel.** Plaintiffs Sheila
14 Linderman and Charles Mayrsohn (collectively “Plaintiffs”) are conditionally certified as the class
15 representatives to implement the Settlement Agreement in accordance with its terms. Kearney
16 Littlefield, LLP and Stonebarger Law, APC are conditionally appointed as Class Counsel.
17 Plaintiffs and Class Counsel shall fairly and adequately protect the Class’s interests.

18 **8. Appointment of Settlement Administrator.** The Court approves JND Legal
19 Administration as the Settlement Administrator. The Settlement Administrator shall comply with
20 the terms and conditions of the Settlement Agreement in carrying out its duties pursuant to the
21 Settlement Agreement.

22 **9. Provision of Class Notice.** Defendant shall, through the Settlement Administrator,
23 disseminate Class Notice as provided in the Notice Plan in Section VII of the Settlement
24 Agreement. The costs of such notice shall be deemed Administration Expenses as defined under
25 the Settlement Agreement and shall be paid out of the Escrow Account funded by the Maximum
26 Settlement Fund as set forth pursuant to the terms and conditions of the Settlement Agreement.

1 The Notice Date shall be no later than forty-five (45) days after the issuance of this Preliminary
2 Approval Order.

3 **10. Requesting Exclusion.** A Class Member may elect to be excluded from the
4 Settlement Class and to not be bound by the Settlement Agreement. To make this election, a Class
5 Member must mail a written request for exclusion to the Settlement Administrator at the address
6 provided in the Long-Form Notice, postmarked by the Exclusion Deadline ordered by the Court in
7 the Preliminary Approval Order. The request must (a) state the Class Member's name, address,
8 and telephone number; (b) reference *Linderman v. City of Los Angeles, Case No. BC650785*; and
9 (c) clearly state that the Class Member wants to be excluded from the Class, not participate in the
10 Agreement and not receive any Agreement benefits, and otherwise comply with the terms stated in
11 the Long-Form Notice and Preliminary Approval Order. All Class Members will be by bound by
12 the Final Order and Final Judgment unless such Class Members timely file valid written requests
13 for exclusion or opt out in accordance with this Preliminary Approval Order.

14 **11. Objection to Settlement.** Any Class Member who has not submitted a written
15 exclusion request pursuant to paragraph 10 above and who wishes to object to the fairness,
16 reasonableness, or adequacy of this Settlement Agreement or the proposed Settlement Agreement,
17 or to the award of Attorneys' Fees and Expenses, or to award of Service Awards to the Class
18 Representative(s), must mail a written statement, describing the Class Member's objections in the
19 specific manner set forth in this Section (below), to the Settlement Administrator at the address
20 provided in the Long-Form Notice. The objection must be postmarked by the Objection Deadline
21 ordered by the Court in this Preliminary Approval Order. Any such objection shall include: (a) the
22 full name of objector; (b) the full address of Objector; (c) the specific reason(s), if any, for the
23 objection, including any legal support the Class Member wishes to bring to the Court's attention;
24 (d) copies of any evidence or other information the Class Member wishes to introduce in support
25 of the objections; (e) a statement of whether the Class Member intends to appear and argue at the
26 Fairness Hearing; (f) the individual Class Member's written signature, with date; and (g) reference
27 *Linderman v. City of Los Angeles, Case No. BC650785* on the envelope and written objection.

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

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

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

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

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

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

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

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

Event	Timing	Date
Last day for Defendant, through the Settlement Administrator, to send Summary Notice and activate the Settlement Website	45 days after entry of this Preliminary Approval Order	
Last day for Plaintiffs and Class Counsel to file and serve a Motion for Attorneys' Fees, Costs, and Service Awards	76 days after entry of this Preliminary Approval Order	
Last day for Class Members to request exclusion or object to the Settlement	90 days after entry of this Preliminary Approval Order	
Last day for Settlement Administrator to serve declaration on Parties as to the information set forth in paragraphs 16 and 17	105 days after entry of this Preliminary Approval Order	
Last day to file motion for final approval of the Settlement Agreement.	16 Court days before Fairness Hearing	
Last day to file replies or responses to objections and supplemental papers to any motion for final approval or Motion for Attorneys' Fees, Costs, and Service Awards.	7 days before the Final Fairness Hearing	

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

3 **21.** If the proposed Settlement Agreement is finally approved, the Court shall enter a
4 separate order finally approving the Settlement Agreement and entering judgment. The form of
5 the Final Order and Final Judgment attached to the Settlement Agreement as Exhibit A is
6 preliminarily approved.

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

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

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

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

26 **IT IS SO ORDERED.**

27 Dated: _____

JUDGE OF THE SUPERIOR COURT

Exhibit D

Sheila Linderman, et al. v. City of Los Angeles, et al.
Consolidated Case No. BC650785

YOU ARE RECEIVING THIS POSTCARD BECAUSE YOU PAID AN INITIATING OR RENEWAL FEE FOR AN ALARM PERMIT TO THE CITY OF LOS ANGELES FROM AUGUST 15, 2015 TO [MONTH] [DAY], [YEAR].

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

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

What is the Action about? Plaintiffs Sheila Linderman and Charles Mayrsohn ("Representative Plaintiffs") filed a lawsuit against the City on behalf of themselves and all others similarly situated. The lawsuit alleges the City overcharged individuals for the initiation and renewals of alarm permit fees in violation of various statutes and the California Constitution.

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

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

Why Am I a Class Member? You are a "Class Member" because records show that you, between the period of August 15, 2015 and _____, 2019, paid an Alarm Permit Fee under LAMC Section 103.12 to the City. Specifically excluded from the Class are: (a) council members of the City, the mayor of the City, and Commissioners of the City's Police Commission; (b) any judge assigned to hear this Action; (c) and persons or entities who properly exclude themselves from the Class as provided in this Agreement and are not Class Members.

What relief does the Settlement provide? Under the Agreement, the City has agreed to provide Class Members with a one-time, non-transferable, Fee Adjustment Credit toward the Annual Renewal Fee for an Alarm System permit issued for the 2021 calendar year. It is estimated that the Fee Adjustment Credit will be approximately \$12.00 per Class Member; however, this amount may increase or decrease, on a *pro rata* basis, based on a number of factors that have yet to be determined; mainly, the Court's award of attorneys' fees, costs, and service awards to Plaintiffs and Class Counsel and the administration expenses of the Settlement Administrator. The Agreement also provides prospective relief to the Class in the form of a prospective Reduced Alarm Permit Fee for Alarm System permits issued for the 2020, 2021, and 2022 calendar years. The Reduced Alarm Permit Fee would be Five Dollars (\$5.00) less than the existing Alarm Permit Fee charged by the City for an Alarm System permit.

What are my other options? If you don't want to be legally bound by the Settlement, you shall exclude yourself by _____, or you won't be able to sue the City about the legal claims in

the Action ever again. If you exclude yourself, you cannot receive a benefit from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Stonebarger Law APC and Kearney Littlefield, LLP) for an award of up to \$991,667.00 in attorney's fees and no more than \$40,000.00 in costs, and for the Class Representatives' request for a service award of up to \$5,000 each for their services. You may appear at the hearing, but you don't have to.

What am I giving up if I stay in the Class? If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, all Class Members will be legally bound by the Settlement and will release claims against the City relating to the payment of the Alarm Permit Fee under LAMC Section 103.12. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the City regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

Fairness Hearing. A Final Fairness Hearing will be held on _____, _____ at _____, before the Honorable Amy D. Hogue in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 Spring Street, Los Angeles CA 90012, to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

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