

IF YOU PAID AN INITIATING OR RENEWAL FEE FOR AN ALARM PERMIT TO THE CITY OF LOS ANGELES FROM AUGUST 15, 2015 TO OCTOBER 1, 2019. 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 to 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.	
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: December 20, 2019
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: December 20, 2019
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: February 26, 2020 at 11:00 AM

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.*

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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), please see Section 18 below.

Questions? Visit www.CityofLAAlarmPermitSettlement.com or call toll-free 844-908-0536

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 October 1, 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 info@CityofLAAAlarmPermitSettlement.com and the U.S. postal (mailing) address is:

Linderman v. City of Los Angeles
c/o JND Legal Administration
PO Box 91341
Seattle, WA 98111

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 at www.CityofLAAlarmPermitSettlement.com, for additional details.

10. Will the Representative Plaintiffs receive any compensation for their 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 October 1, 2019.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

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 which includes: (a) your name, address, and telephone number; (b) a reference to *Linderman v. City of Los Angeles*, Case No. BC650785; and (c) a clear statement 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 **December 20, 2019** and sent to the Settlement Administrator at:

Linderman v. City of Los Angeles
c/o JND Legal Administration
PO Box 91341
Seattle, WA 98111

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.

HOW TO OBJECT TO THE SETTLEMENT

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 address set forth below, no later than (i.e., postmarked by) **December 20, 2019**.

Linderman v. City of Los Angeles
c/o JND Legal Administration
PO Box 91341
Seattle, WA 98111

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 February 26, 2020 at 11:00 AM, 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 www.CityofLAAlarmPermitSettlement.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 www.CityofLAAlarmPermitSettlement.com. Alternatively, you may contact the Settlement Administrator by phone at 844-908-0536 or by fax at 877-553-0586, or at the email address info@CityofLAAlarmPermitSettlement.com or U.S. postal (mailing) address at *Linderman v. City of Los Angeles*, c/o JND Legal Administration, PO Box 91341, Seattle, WA 98111.

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 of the Court at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012. 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. City of Los Angeles
c/o JND Legal Administration
PO Box 91341
Seattle, WA 98111

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

Questions? Visit www.CityofLAAlarmPermitSettlement.com or call toll-free 844-908-0536