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Attorneys for Plaintiff  
Gregory T. Anderson, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION

GREGORY T. ANDERSON,

Plaintiff,

vs.

SCOTT PROPERTIES GROUP, INC.,  
ROBERTO ALONZO, RFGF INC. dba PRIME  
BUILDING SERVICES and DOES 1 through  
25, inclusive,

Defendant.

CASE NO.: BC609933

CLASS ACTION

Assigned for All Purposes to:  
Hon. Carolyn B. Kuhl, Judge Presiding  
Department 12

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

Date: June 18, 2019  
Time: 11:00 a.m.  
Dept.: 12

Action Filed: February 10, 2016  
Trial Date: Not yet set.

This action is pending before this Court as a putative class action (the "Civil Action"). The Parties' Joint Motion for Preliminary Approval of Class Action Settlement came before this Court, on June 18, 2019. The Court, having considered the proposed Class Action Settlement Agreement and

**FILED**  
Superior Court of California  
County of Los Angeles

JUN 28 2019

Sherril R. Carter, Executive Officer/Clerk of Court  
By , Deputy  
Lori M'Greene

07/02/2019

1 Release and the Exhibits attached thereto (hereafter collectively, the “Settlement Agreement”);  
2 having considered the Joint Motion for Preliminary Approval of Class Action Settlement filed by the  
3 parties; having considered the respective points and authorities and Declarations submitted by  
4 Plaintiff’s counsels in support thereof; and good cause appearing, HEREBY ORDERS THE  
5 FOLLOWING:

- 6 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
7 terms defined therein shall have the same meaning in this Order as set forth in the Settlement  
8 Agreement.  
9  
10 2. The Court preliminarily finds the requirements for class certification under section 382 of the  
11 *Code of Civil Procedure* satisfied for the reasons set forth in the Joint Motion for Preliminary  
12 Approval. For purposes of the Settlement, the Court finds that the proposed settlement class is  
13 ascertainable and that there is a sufficiently well-defined community of interest among the  
14 Class. The Court further finds preliminarily that, for purposes of the Settlement, there are  
15 predominant common questions of fact or law, the Settlement Class Representative has claims  
16 typical of the Class, and the Settlement Class Representative and Settlement Class Counsel  
17 can adequately represent the Class. The Court further finds preliminarily that the Settlement is  
18 a superior means of resolving the Class Members’ claims rather than individual suits.  
19 Therefore, for settlement purposes only, the Court grants conditional certification of the  
20 following “Class”:  
21

22 All tenants who resided at one of the properties managed by SCOTT PROPERTIES  
23 from 4 years before the filing of this LAWSUIT and up to and including June 20,  
24 2018, whose lease was terminated within that time period and their deposit had  
25 deductions other than for rent or utilities.  
26

- 1 3. The Court appoints Gregory T. Anderson as Settlement Class Representative for settlement  
2 purposes only.
- 3 4. The Court appoints Plaintiff's counsel, Joshua H. Haffner, Esq., Graham G. Lambert, Esq.,  
4 and Alexander J. Perez, Esq., as Settlement Class Counsel for settlement purposes only.
- 5 5. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable,  
6 and preliminarily approves the terms of the Settlement Agreement.
- 7 6. The Court hereby approves on a preliminary basis the compensation to the participating  
8 Settlement Class Members provided for in the Settlement Agreement. It appears to the Court  
9 on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable  
10 as to all potential Settlement Class Members when balanced against the probable outcome of  
11 further litigation relating to class certification, liability and damages issues. It further appears  
12 that counsel for the Parties at this time are able to reasonably evaluate their respective  
13 positions. It further appears to the Court that settlement at this time will avoid substantial  
14 additional costs by all Parties, as well as avoid the delay and risks that would be presented by  
15 the further prosecution of the Civil Action. It also appears that the Settlement has been  
16 reached as the result of intensive, serious and non-collusive, arms' length negotiations.
- 17 7. The Court hereby appoints CPT GROUP, INC. ("CPT") as Settlement Administrator.
- 18 8. The Court approves the form and content of the proposed Settlement Notice attached hereto as  
19 Exhibit 1.
- 20 9. The Court finds that the distribution of the Notice of Class Action Settlement substantially in  
21 the manner and form set forth in the Settlement Agreement and this Order meets the  
22 requirements of due process, is the best notice practicable under the circumstances, and shall  
23 constitute due and sufficient notice to all persons entitled thereto. The Court directs CPT to  
24  
25  
26  
27  
28

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- 3 4. The Court appoints Plaintiff's counsel, Joshua H. Haffner, Esq., Graham G. Lambert, Esq.,  
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1 send the Settlement Notice by U.S. mail to the Settlement Class Members in accordance with  
2 the Settlement Agreement.

3 10. The Settlement Notice shall be mailed to the Settlement Class Members no later than  
4 September 1, 2019. If any Settlement Notice is returned undeliverable, CPT shall make a  
5 reasonable effort including performing a skip trace to find an updated address for the Class  
6 Member and promptly re-mail the Settlement Notice to the new address. In the event that any  
7 Mailed Notice is returned as undeliverable a second time, no further mailing shall be required.

8  
9 11. Any Class Member may opt out of the Settlement by mailing an opt-out request as instructed  
10 in the Settlement Notice postmarked no later than October 1, 2019. All opt-out requests must  
11 be submitted as provided in the Settlement Notice. In accordance with the Settlement  
12 Agreement, any Class Member who submits a valid and timely opt-out request shall not be a  
13 Settlement Class Member, shall be barred from participating in the Settlement, shall have no  
14 right to object to the Settlement, and shall receive no benefit from the Settlement. Class  
15 Members who have not submitted a valid and timely opt-out request shall be bound by all  
16 determinations of the Court, the Settlement Agreement (including but not limited to the  
17 Releases therein) and Judgment. If a Final Order and Judgment is entered approving the  
18 Settlement, all Settlement Class Members who have not made timely, written requests for  
19 exclusion shall be conclusively deemed to have fully and finally released all of the Released  
20 Persons from any and all Released Claims. Settlement Class Counsel shall not represent any  
21 persons opting out or encourage any person to opt out.  
22

23  
24 12. To object to the Settlement or any part of it, a Class Member must file a valid notice of  
25 objection ("Objection") and/or motion to intervene with the Clerk of the Court on or before  
26 October 1, 2019. For an Objection to be valid, it must include all of the following: (i) the name  
27 and case number of the Civil action; (ii) the objector's full name, address, and telephone  
28

1 number; (iii) the specific reason(s) the objector objects to the Settlement; (iv) the objector's  
2 signature; and (v) contain the name, address, bar number, and telephone number of the  
3 objecting Class Member's counsel, if represented by an attorney. ~~If the Class Member is  
4 represented by an attorney, he or she must comply with all applicable rules of the Court.  
5 Further, if any objector or his or her attorney intends to request permission to speak at the  
6 Final Approval hearing, either in person or through counsel, he or she must include: (a) a  
7 detailed statement of the legal and factual basis for each and every objection; (b) a list of any  
8 and all witnesses whom the Class Member may seek to call at the final approval hearing, with  
9 the address of each witness and a summary of his or her proposed testimony (whether any  
10 such testimony is allowed will be in the discretion of the Court, in accordance with the rules  
11 of the Court); (c) a detailed description of any and all evidence the Class Member may offer at  
12 the final approval hearing, including photocopies of any and all exhibits which the objector  
13 may seek to introduce at the final approval hearing (whether any such evidence is admitted or  
14 otherwise considered will be determined by the Court, in accordance with the rules of the  
15 Court); (d) a list of any legal authority the Class Member will present at the final approval  
16 hearing; and (e) documentary proof of membership in the Class.~~

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18  
19 13. Any Class Member who fails to file timely written objections and/or motion to intervene in  
20 the manner specified in the Settlement Agreement shall be deemed to have waived any  
21 objections and shall be foreclosed from making any objection (whether by appeal or  
22 otherwise) to the Settlement. ~~Any Class Member who fails to file and mail a timely written  
23 objection in accordance with the Settlement Agreement (as specified in Paragraph 12 above)  
24 may not be heard to oppose the Settlement at the Final Approval Hearing unless otherwise  
25 ordered by the Court.~~

1 14. Settlement Class Members have the right to exclude themselves from the Settlement and  
2 pursue a separate and independent remedy against Defendants by complying with the  
3 exclusion provisions set forth herein. Settlement Class Members who object to the Settlement  
4 shall remain Settlement Class Members, and have voluntarily waived their right to pursue an  
5 ~~independent remedy against Defendants.~~ To the extent any Settlement Class Member objects  
6 to the Settlement, and such objection is overruled in whole or in part, such Settlement Class  
7 Member will be forever bound by the Final Order and Judgment of the Court.  
8

9 15. The Court Orders that motions for final approval of the Settlement, attorneys' fees and  
10 litigation expenses, and a Settlement Class Representative Enhancement Award, shall be filed  
11 November 1, 2019

12 16. A Final Approval Hearing is scheduled for November ~~1, 2018~~ **Nov. 19, 2019 11:00AM.** at 12 in the Superior Court for  
13 the State of California for the County of Los Angeles, Department 12, 312 North Spring  
14 Street, Los Angeles, California, 90012 to determine all necessary matters concerning the  
15 Settlement, including: (a) whether the proposed settlement of the Civil Action on the terms  
16 and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and  
17 should be finally approved by the Court; (b) whether a Final Order and Judgment, as provided  
18 in the Settlement Agreement, should be entered herein; (c) whether the compensation to the  
19 participating Settlement Class Members contained in the Settlement Agreement should be  
20 approved as fair, adequate, and reasonable to the participating Settlement Class Members; and  
21 (d) to make, in the Court's discretion an award of attorneys' fees and expenses to Settlement  
22 Class Counsel (subject to the limitations of Paragraph 1(b) and (e) of the Settlement  
23 Agreement) and an Enhancement Award, if any, to the Settlement Class Representative  
24 (subject to the limitations of Paragraph 1(b) of the Settlement Agreement).  
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1 17. Counsel for the Parties shall serve and file any response to any objections to the Settlement, a  
2 Joint Motion for Final Approval, and any papers in support of Settlement Class Counsel's  
3 requested award of attorneys' fees and expenses and the Settlement Class Representative's  
4 Enhancement Award at least (5) five court days before the Final Approval Hearing, i.e., on or  
5 before November 11, 2018.

6 18. The Settlement Agreement is not a concession or admission, and shall not be used against  
7 Defendants or any of the Released Parties as an admission or indication with respect to any  
8 claim of any fault or omission by Defendants or any of the Released Parties. In the event the  
9 Settlement does not become effective in accordance with the terms of the Settlement  
10 Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or  
11 fails to become effective for any reason, this Order shall be rendered null and void and shall  
12 be vacated, and the Parties shall revert to their respective positions as of before entering into  
13 the Settlement Agreement. Whether or not the Settlement Agreement is finally approved,  
14 neither the Settlement Agreement, nor any document, statement, proceeding or conduct  
15 related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event  
16 be:  
17

- 18
- 19 a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence  
20 for any purpose adverse to the Released Parties, including, but not limited to, evidence  
21 of a presumption, concession, indication, or admission by Defendants or any of the  
22 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;  
23 or
  - 24 b. Disclosed, referred to, or offered or received in evidence against any of the Released  
25 Parties in any further proceeding in the Civil Action, or in any other civil, criminal or  
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- 27



1 administrative action or proceeding, except for purposes of settling the Civil Action  
2 pursuant to the Settlement Agreement.

3 19. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings  
4 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and  
5 this Order, are stayed.

6 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection  
7 with the administration of the settlement which are not materially inconsistent with either this  
8 Order or the terms of the Settlement Agreement.

9 21. To facilitate administration of the Settlement Agreement pending final approval, the Court  
10 hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or  
11 administrative proceedings regarding claims released by the Settlement Agreement unless and  
12 until such Settlement Class Members have submitted valid opt-out requests.

13 22. The Court orders the following Implementation Schedule for further proceedings:

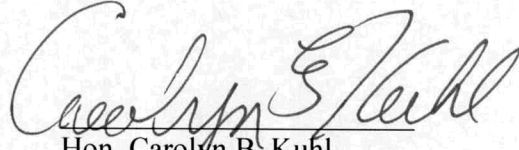
- 14 a. CPT will mail the Settlement Notice to the Class Members on or before September 1,  
15 2019.
- 16 b. Opt-out requests must be mailed to the Clerk of Court and postmarked no later than  
17 October 1, 2017.
- 18 c. CPT will file a declaration of compliance regarding completion of notice, and the  
19 number and names of opt outs, on or before November 1, 2019.
- 20 d. The Parties will file a motion for Final Approval and supporting documents thereto,  
21 and respond to objections on or before November 1, 2019.
- 22 e. Settlement Class Counsel will file a motion for award of attorneys' fees,  
23 reimbursement of litigation expenses, and a Settlement Class Representative  
24 Enhancement Award on or before November 1, 2019.
- 25  
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f. The Final Approval Hearing will be held on 11/19/19, ~~2019~~ at 11:00 Am

23. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members (except those who have filed timely and valid objections stating an intent to appear at the Final Approval Hearing) and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: June 28, 2019

  
Hon. Carolyn B. Kuhl  
Judge of the Superior Court

07/02/2019

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

*Gregory T. Anderson v. Scott Properties Group, Inc., et al.*  
Case No.: BC609933

**NOTICE OF CLASS ACTION SETTLEMENT**

To: All tenants who resided at one of the properties managed by Scott Properties Group, Inc. (“SCOTT”) from February 10, 2012 and up to and including June 20, 2018 (the “Class Period”), whose lease was terminated within that time period and their deposit had deductions other than for rent or utilities (the “Class Members”).

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected whether you act or don't act.*

Your rights and each option – and the deadlines to exercise each of them – are explained in this Notice.

You are receiving this notice because you are a Class Member.

SCOTT's records show that you are a former tenant whose security deposit had deductions made other than for rent or utilities during the Class Period. Based on those records, your estimated monetary payment from the total settlement fund (“Individual Settlement Payment”) is \$\_\_\_\_\_.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>TO RECEIVE A SETTLEMENT PAYMENT</b>	To receive your payment, you do not need to do anything. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the address on file for you.
<b>CHANGE CONTACT INFORMATION</b>	Update your personal information with the Settlement Administrator to ensure your Individual Settlement Payment check is sent to the correct address.
<b>EXCLUDE YOURSELF</b>	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive an Individual Settlement Payment. This is the only option that allows you to pursue your own lawsuit against Scott about the legal claims in this case.
<b>OBJECT</b>	Write to the Court if you think the Settlement is not fair.
<b>GO TO A HEARING</b>	Ask to speak in Court about why you think the Settlement is not fair at the time of the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, that is, do not return a timely request to be excluded, you will receive an Individual Settlement Payment and will be bound by the terms of the Settlement and releases described in this Notice.

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7/20/2019

## BASIC INFORMATION

### 1. Why did I get this notice packet?

You received this notice because the records of Scott Properties Group, Inc. (“SCOTT”) indicate you are former tenant of SCOTT who moved out during the Class Period and had a deduction made to your security deposit, other than for rent or utilities.

The purpose of this notice is to explain the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Los Angeles Superior Court, Central District. The case is known as *Gregory T. Anderson v. Scott Properties Group Inc., et al.*, Case No.: BC609933 (“Lawsuit”).

### 2. What is this Lawsuit about?

The Lawsuit, originally filed on February 10, 2016, and subsequently amended on August 16, 2016, claims that SCOTT and fellow Defendants Roberto Alonzo (“ALONZO”) and RFGF Inc. (“RFGF”) violated Civil Code Section 1950.5. The Lawsuit alleges SCOTT illegally used outside vendor invoices from RFGF for work actually performed by SCOTT’s employee and Maintenance Supervisor, ALONZO, in order to improperly charge tenants following termination of their tenancy using inflated invoices for cleaning, painting and/or other repairs, while unlawfully and/or fraudulently and/or unfairly failing to disclose and concealing: 1) that the work was being performed by their employee, 2) the amount of time spent, and 3) the reasonable hourly rate being charged for work performed by ALONZO, and thereby obtaining an unfair advantage over other landlords in the residential rental market who manage their properties within the confines and requirements of California law.

SCOTT denies the allegations in the Lawsuit and contends that it did not improperly withhold any portion of the Class Members’ security deposits, nor violate Civil Code section 1950.5. The Settlement is not an admission of any wrongdoing by SCOTT or an indication that any law was violated.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Gregory T. Anderson) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One court resolves the issues for all Class Members, except for those who request to be excluded from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff Gregory T. Anderson or Defendants SCOTT, ALONZO or RFGF. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial and the people affected can get compensation

from the Settlement. Mr. Anderson, who was appointed the Class Representative, and his attorneys, who also represent the Class (“Class Counsel”), think the Settlement is best for all Class Members.

**5. Who are the parties in this Lawsuit?**

Gregory T. Anderson, the Class Representative in this Lawsuit, was a tenant of SCOTT who had deductions taken from his security deposit other than for rent or utilities during the Class Period.

Scott Properties Group, Inc., Roberto Alonzo and RFGF, Inc. are the Defendants in this Lawsuit.

John G. Barthell, Trustee of the Barthell Family Trust Dated 12/12/2002 is a Cross-Defendant in this Lawsuit.

**6. Who are the Attorneys for the Parties?**

**Counsel for Class Representative and the Class (“Class Counsel”)**

Joshua H. Haffner  
Graham G. Lambert  
Haffner Law PC  
445 So. Figueroa Street, Suite 2325  
Los Angeles, CA 90071

Alexander J. Perez  
Law Offices of Alexander J. Perez  
58 West Portal Ave, Suite 286  
San Francisco, CA 94127

**Counsel for Defendants**

Rinat Klier-Erlich  
Brian T. Smith  
Manning & Kass Ellrod, Ramirez, Trester, LLP  
801 So. Figueroa Street, 15<sup>th</sup> Floor  
Los Angeles, CA 90071

**Counsel for Cross-Defendant**

Ashley L. Tate  
Rosoff, Schiffres & Barta  
1801 Century Park East, Suite 1200  
Los Angeles, CA 90067

If you have questions regarding this Settlement, you should contact Class Counsel or the Settlement Administrator.

**THE TERMS OF THE SETTLEMENT**

**7. What is the settlement amount and how will the Individual Settlement Payment be calculated?**

The proposed Settlement provides for a cash payment by Defendants and Cross-Defendant of \$127,000 to fully and finally resolve all claims in the Lawsuit (referred to as the “Gross Settlement Fund”). The Gross Settlement Fund includes the Individual Settlement Payments, Class Counsel’s attorneys’ fees, a Class Representative Award and Settlement administration Costs. Class Counsel will apply to the Court for attorneys’ fees of \$25,000; a Class Representative Award of up to \$2,500 to

Mr. Anderson for his work and efforts in prosecuting this case and for undertaking the risks of payment of costs (in the event the outcome of this Lawsuit was not favorable); Settlement Administration Costs estimated to be \$10,000; and Litigation Costs of up to \$12,500 to be paid from uncashed settlement checks, which costs will be reduced and/or waived according amount of uncashed checks, if any. The exact amount of the attorneys' fees, litigation costs, Class Representative Award and Settlement administration costs will be determined by the Court at a Final Approval Hearing, but will not exceed the amounts set forth above. The remaining portion of the Settlement, the "Net Settlement Amount" or "NSA" is estimated to be approximately \$90,000. The NSA will be apportioned and paid out to all "Settlement Class Members," which include any Class Members who do not submit a timely and valid request for exclusion as provided in this Agreement.

No portion of the NSA will be returned to SCOTT under any circumstances.

Settlement Class Members who do not submit a timely and valid request for exclusion will receive their share of the NSA based on a pro rata percentage of the deductions made to their security deposits other than for rent or utilities.

**8. How much will my Individual Settlement Payment be?**

The estimated amount of your Individual Settlement Payment is shown on the first page of this Notice. This is only an estimate. The actual amount you receive may be slightly more or less than the estimated amount shown.

**HOW TO GET A PAYMENT**

**9. How Do I get my Individual Settlement Payment?**

If you do not submit a timely and valid request for exclusion, you will receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Individual Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and pre-printed envelope is enclosed for your convenience. If submitted, it is **strongly recommended** that you retain a copy of the completed Change of Address Form until you receive your Individual Settlement Payment.

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

**10. What am I giving up to get an Individual Settlement Payment?**

Unless you request to be excluded from the Settlement, you will be part of the Settlement Class and that means that you cannot sue, continue to sue, or be part of any other lawsuit against SCOTT about the legal claims and issues arising in this case arising during the Class Period. Specifically, you will be giving up or "releasing" the claims described below:

**Release of Claims:** After the Court has approved the Settlement, each Settlement Class Member who has not submitted a timely and valid request to be excluded from the Settlement will be bound by the approval of the Settlement and the resulting judgment. The settling parties on behalf of themselves and their respective heirs, executors, administrators, beneficiaries, predecessors, successors, successor trustees, spouses, family members, agents, servants, employees, employers, officers, partners, principals, owners, stockholders, directors, representatives, affiliates, joint venturers, assigns and any and all of their assigned, affiliated or related persons or entities of any type or nature whatsoever, including Class Representative and Class Members as approved by the Court, will irrevocably and unconditionally release and forever discharge each other and each of their respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, spouses, family members, agents, servants, employees, officers, owners, stockholders, directors, representatives, insurers, attorneys, experts, affiliates, franchisers, and/or franchisees, assigns, predecessors, successors, and any and all of their associated, affiliated or related persons or entities, of any type or nature whatsoever of and from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, asserted or unasserted, suspected or unsuspected, material or immaterial, matured or unmatured, anticipated or unanticipated, hidden or concealed, disclosed or undisclosed, accrued or unaccrued, direct or indirect, individual or representative, claims, counterclaims, suits, debts, controversies, promises, losses, sums of money, covenants, assertions, allegations, contentions, actions, demands, liabilities, rights, causes or rights of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary, or multiplied damages, incidental, consequential damages, expenses, costs, attorneys' fees and or obligations of any kind or nature whatsoever, whether in law or in equity, which they ever had, may now have or may hereafter have against them by reason of any act or omission, matter, cause or thing arising out of, relating to or in connection with or in any way involving the claims and/or causes of action contained in the first amended complaint in the Lawsuit and/or the Cross-Complaints.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 11. **How do I get out of the Settlement?**

If you wish to pursue your own separate lawsuit against SCOTT for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from this Lawsuit (that is, opt out of the Settlement). To opt out and exclude yourself from the Lawsuit and the Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance:

“I wish to exclude myself from the settlement reached in the matter of *Anderson v. Scott Properties Group Inc., et al.*, Los Angeles Superior Court Case No.: BC609933. I understand that by excluding myself, I will not receive any money from the settlement reached in this matter.”

The opt out request letter must be signed, and include your full name, current address, telephone number, and last four digits of your Social Security number, and must be postmarked and returned to the Settlement Administrator at the following address on or before \_\_\_\_\_, 2019 (*45 days after notice*) (“Response Deadline”). Requests postmarked after this date will be disregarded.



**Mail To:**  
CPT GROUP, INC.  
Settlement Administrator  
c/o \_\_\_\_\_, Inc.  
P. O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**12. If I don't exclude myself, can I sue SCOTT for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue SCOTT for the claims that this Settlement resolves for the period from February 10, 2012 through June 20, 2018. ***If you have a pending lawsuit, speak to your lawyer in that case immediately.*** You must exclude yourself from this Class to continue your own lawsuit. Remember, the Response Deadline is \_\_\_\_\_, 2019.

**13. If I exclude myself, can I get money from this Settlement?**

No. If you exclude yourself, you will no longer be a Settlement Class Member and will not receive an Individual Settlement Payment. The Individual Settlement Payment that you would have been entitled to receive will remain in the Net Settlement Amount and be subject to distribution to the Settlement Class Members.

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court that I don't like the Settlement?**

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you must send a letter, which you sign, saying that you object to the settlement of *Anderson v. Scott Properties Group Inc., et al.*, Los Angeles Superior Court Case No.: BC609933. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security number, address, the specific reasons you object to the terms of the Settlement and your signature. If you wish to speak at the Final Approval Hearing, you must also indicate in your objection letter that you intend to appear at the Final Approval Hearing. See, Paragraph 18, below. Mail the objection to the address listed below. The objection must be postmarked on or before \_\_\_\_\_, 2019 (45 days after notice), the Response Deadline.

**Mail To:**  
CPT GROUP, INC.  
Settlement Administrator  
c/o \_\_\_\_\_, Inc.  
P. O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

07/02/2019

**15. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You may object only if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the Lawsuit no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles Superior Court located at 312 N. Spring Street, Los Angeles, CA, 90012 on \_\_\_\_\_ 2019, at \_\_\_ a.m./p.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Award, and the Settlement Administrator's costs.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who indicated in an objection letter his or her intention to appear at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

**17. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you have mailed or faxed your written objection on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

**18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. If you wish to speak at the Final Approval Hearing, you must indicate your intention to speak at the Final Approval Hearing in your objection letter. See Paragraph 14 above. You cannot speak at the hearing if you have excluded yourself from the Settlement.

## GETTING MORE INFORMATION

### 19. Who may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 6 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator by calling toll free 1-\_\_\_\_\_, or you can write to the Settlement Administrator, at the address shown in Paragraph 14.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, SCOTT, OR ITS ATTORNEYS FOR INFORMATION.**

## ADDITIONAL IMPORTANT INFORMATION

- A. **SCOTT supports the Settlement and will not retaliate in any manner whatsoever** against any Settlement Class Member who stays in the Class and receives his/her Individual Settlement Payment, or anyone who requests to be excluded from the Settlement or objects to the Settlement.
- B. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment will be sent if you did not request to exclude yourself from the Lawsuit and the Settlement.
- C. **Individual Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks that remain uncashed 180 days after the date of issuance will be voided and the monies represented by those uncashed checks will be remitted along with along with any unclaimed and/or abandoned funds, pursuant to Code of Civil Procedure §384(b)(3) with 50% of the residual funds going to Tenant's Together, a California tenant advocacy organization. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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07/02/2015

1 PROOF OF SERVICE  
2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of San Francisco, State of California. I am over the age of  
4 18 and not a party to the within action; my business address is 58 West Portal Avenue, Suite 286,  
5 San Francisco, California 94127.

6 On **June 21, 2019**, I served the foregoing document(s) described as **PROPOSED**  
7 **ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**  
8 **SETTLEMENT**, on all interested parties in this action.

9 \_\_\_\_\_ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the  
10 attached mailing list.

11  **BY ELECTRONIC SERVICE** (Pursuant to Court Order)

12 I transmitted a true and correct copy via E-service through CaseAnywhere  
13 (www.caseanywhere.com) of the document(s) listed above on this date, to the person(s) at the  
14 email address(es) set forth below:

15 Rinat Klier-Erlich, Esq.  
16 [rke@manningllp.com](mailto:rke@manningllp.com)  
17 Brian T. Smith, Esq.  
18 [bts@manningllp.com](mailto:bts@manningllp.com)  
19 MANNING & KESS, ELLROD,  
20 RAMIREZ & TRESTER, LLP  
21 801 S. Figueroa Street, 15<sup>th</sup> Floor  
22 Los Angeles, California 90017

Ashley L. Tate, Esq.  
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ROSOFF, SCHIFFRES & BARTA  
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Attorneys for Cross-Defendants  
JOHN G. BARTHELL, TRUSTEE of the  
BARTHELL FAMILY TRUST DATED  
12/12/2002

Attorneys for Defendants  
SCOTT PROPERTIES GROUP, INC.  
RFGF, INC. dba PRIME BUILDING SERVICES  
and ROBERTO ALONZO

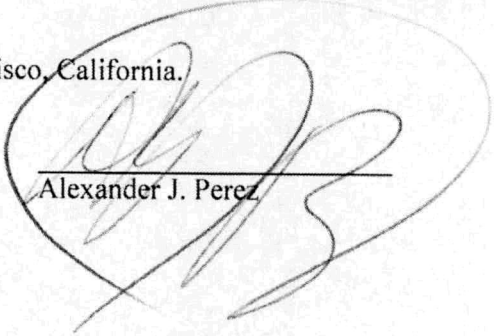
23 \_\_\_\_\_ **BY PERSONAL SERVICE**

24 I caused said envelope to be delivered such envelope by hand to the offices of the  
25 addressee as listed herein above.

26  **STATE**

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

Executed on **June 21, 2019**, at San Francisco, California.

  
\_\_\_\_\_  
Alexander J. Perez