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By R. Lozano, Deputy Clerk

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10 Attorneys for PLAINTIFF
JUAN NAVARRO on behalf of himself and others
11 similarly situated.

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15
16 JUAN NAVARRO on behalf of himself and
others similarly situated.
17
18 **PLAINTIFF,**
19 vs.
20 L.A. SOUTHPARK HIGH-RISE, LP, a limited
partnership; and DOES 1 to 100, Inclusive.
21 **DEFENDANTS.**

Case No.: BC683876
CLASS ACTION
**DECLARATION OF JORDAN D. BELLO
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**
Hearing Information:
Date: January 12, 2024
Time: 11:00 a.m.
Dept: 10

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DECLARATION OF JORDAN D. BELLO

I, Jordan D. Bello, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an associate attorney with the law firm Lavi & Ebrahimiyan, LLP, Counsel for Juan Navarro ("Plaintiff"), and an attorney assigned to work on this case. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the bar of the State of California, the Northern, Eastern, and Central U.S. District Courts in California, and the 9th Circuit Court of Appeals.

CLASS COUNSEL'S INVESTIGATION

2. Defendant L.A. Southpark High-Rise, L.P. ("Defendant") owned and rented out residential apartments from its building located at 717 Olympic Boulevard, Los Angeles, California, during the relevant period until approximately December 16, 2019, when Defendant sold the property. Plaintiff Juan Navarro ("Plaintiff") was a tenant at the property from July 2016 until he moved out on or about September 10, 2017. Defendant had estimated in discovery that there are 468 Class Members who had security deposits withheld for cleaning, repairs, or late charges during the Class Period.

3. On November 17, 2017, Plaintiff filed this putative class action alleging the following causes of action against Defendant: (1) violation of Civil Code section 1950.5; and (2) violation of Business and Professions Code section 17200. The claims are both premised on Defendant's alleged mishandling of tenant's security deposits and failure to comply with written accounting requirements in violation of Civil Code section 1950.5.

4. Following the filing of the case, the parties engaged in precertification discovery including multiple sets of interrogatories, requests for production of documents, requests for admission, Plaintiff's deposition subpoenas to third parties performing repair/cleaning work; interrogatories and requests for production of documents by Defendant; the depositions of Plaintiff, Plaintiff's girlfriend/co-tenant, and Defendant's Person Most Knowledgeable; several ongoing discovery disputes, supplemental responses, a drawn-out document production from Defendant based on gathering relevant documents from a storage facility, and potential motions to compel.

1 5. On May 31, 2023, Defendant filed a motion for summary judgment on the grounds
2 Plaintiff could not establish commonality, typicality, and lacked standing to proceed in his class
3 action. Plaintiff opposed and on August 27, 2019, the trial court denied the motion.

4 6. The parties exchanged informal discovery and on July 13, 2020, engaged in an
5 unsuccessful mediation with retired judge, Carl West.

6 7. New counsel substituted in for Defendant following the mediation and the parties
7 resolved some discovery disputes, avoiding the potential motions to compel.

8 8. The parties agreed to attempt mediation again, with the hopes new counsel would
9 result in a different result. But on December 14, 2021, the parties engaged in another unsuccessful
10 mediation, this time with retired judge, Lisa Cole.

11 9. On April 1, 2022, Plaintiff filed a motion for class certification. Defendant opposed
12 and on July 11, 2022, the court granted Plaintiff's motion for class certification.

13 10. Following certification, in July 2022, Defendant stipulated to waive the five-year rule
14 to bring the case to trial and the parties agreed to go to a third mediation.

15 11. On January 24, 2023, the parties mediated the matter with retired judge Amy D. Hogue
16 and the parties ultimately accepted the mediator's proposal for settlement a few days after the
17 mediation.

18 12. Class Counsel represent that they have conducted a thorough investigation into the
19 facts of this case and have diligently pursued an investigation of the Class Members' claims against
20 Defendant, including research of the applicable law and the potential defenses and review of relevant
21 documents including Defendant's final account statement records and policy documents and
22 repair/cleaning records from third parties.

23 13. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed
24 factual and legal issues involved in this action, the risks attending further prosecution, and the benefits
25 to be received pursuant to the compromise and settlement of the action as set forth in this agreement,
26 that settlement on the terms set forth herein is in the best interest of the representative Plaintiff and
27 the Class Members and is fair and reasonable.

28 14. Defendant has concluded that there are benefits associated with settling this action.
Defendant has denied, and continues to deny, each of the claims and contentions in this action. After
taking into account the sharply disputed factual and legal issues involved in the action, the expense

1 and burden of protracted litigation, and the desire to put the controversy to rest, Defendant believes
2 that settlement on the terms set forth in this agreement is in its best interests and is fair and reasonable.

3 THE SETTLEMENT IS FAIR, JUST AND REASONABLE

4 15. To assist the Court with determining if the proposed settlement is within a range that
5 is fair, reasonable, and adequate, Plaintiff's counsel analyzed the value of pleaded class allegations.
6 The settlement was reached only after formal written discovery; depositions of Plaintiff, Plaintiff's
7 co-tenant/girlfriend, and Defendant's PMK; three mediations; Defendant's unsuccessful motion for
8 summary judgment; and Plaintiff's successful motion for class certification.

9 16. Wrongfully Withheld Security Deposits: Plaintiff alleges that during the class period,
10 Defendant failed to provide tenants who moved out with a written accounting within 21 days of move-
11 out which satisfied the requirements of Civil Code section 1950.5, subd. (g), which requires that the
12 written statement provides the tenant with the amount of time spent cleaning, the hourly rate charged
13 for cleaning, the amount of time spent to perform a repair, the hourly rate charged for a repair, or any
14 amounts charged for materials or supplies used in cleaning or repair. If a landlord fails to provide a
15 legally compliant statement within 21-days of move out, the landlord must return the entire security
16 deposit and has no right to deduct any amounts from the security deposit. (*Granberry v. Islay*
17 *Investments* (1995) 9 Cal.4th 738, 744-745.) Here, Defendant's final account statements provided to
18 tenants and invoices reflecting any charges state lump sums charged for different cleaning and repair
19 activities without a breakdown of Defendant's employees' hours spent performing cleaning or repair,
20 hourly rates, or amounts charged for materials. Because Defendant failed to provide legally compliant
21 written accountings to the tenants, Defendant was required to return the entirety of the security
22 deposits. Plaintiff also argued that Defendant would not be able to use the offset/setoff procedure of
23 reducing any liability by proving amounts of the security deposits were properly used under the Civil
24 Code because Defendant had failed to raise the affirmative defense of setoff/offset despite in excess
25 of 5 years of limitations. Plaintiff also argued setoff/offset is only permitted if the landlord fails *in*
26 *good faith* to comply with the accounting and deduction procedure of Civil Code section 1950.5
27 (*Granberry*, 9 Cal.4th at 750, fn. 6; *Pevani v. Arbors at California Oaks Property Owner, LLC* (2021)
28 62 Cal.App.5th 874, 900); and that Plaintiff would show that the failure to comply with written

1 accounting procedures and excessive charges for cleaning/repair were in bad faith, preventing
2 assertion of an setoff/offset. Plaintiff also argued that he would be able to prove setoff/offset would
3 not be available because it was subject to equitable defenses, including laches or unclean hands.
4 (*Granberry*, 9 Cal.App.5th at 750.) Thus, Plaintiff could bar the offset inquiry by showing that the
5 claim is barred by equitable defenses like laches and unclean hands. Plaintiff argued he could show
6 laches because Defendant never raised the defense despite the case pending for five years and well
7 after Defendant sold the building, resulting in spoliation of evidence and absence of witnesses.
8 Plaintiff also argued he could show unclean hands because the itemized statements requirements of
9 Civil Code section 1950.5 were specifically created to ensure a written record of the number of hours
10 spent, hourly rate charged, and costs of materials was recorded to enable tenants to establish even
11 small discrepancies in the amounts charged. Defendant’s failure to make this legally required record,
12 barred the use of offset/setoff based on unclean hands.

13 17. Based on the final account statements provided by Defendants during the 4-year class
14 period (Bus. & Prof. Code §17208), Plaintiff had estimated that Defendant had collected
15 approximately \$428,991.45 in security deposits and refunded approximately \$209,304.56 in security
16 deposits to the class members during the class period, resulting in approximately **\$219,686.89** in
17 unpaid security deposits.

18 18. Defendant argued that, regardless of the final account statements not containing all
19 information required by the statute, the law permitted Defendant to reduce any liability, i.e., withheld
20 security, caused by the defective final account statements. Defendant argued that it was legally
21 entitled to establish setoff/offset and that at trial, it would show that any withheld security was
22 properly used for cleaning, repairs, damages, unpaid utilities, and rent and related fees which would
23 result in no damages after applying the setoff/offset.

24 19. Bad Faith Damages: Pursuant to Civil Code section 1950.5, a landlord who retains the
25 security deposit, or any portion thereof, in bad faith may be liable for additional statutory bad faith
26 damages of up to twice the amount of the security, in addition to “actual damages.” (Civ. Code §
27 1950.5, subd. (1).) The court may award these additional bad faith damages whenever the facts
28 warrant. (*Id.*) Plaintiff argued that the statute, setting forth the information that Defendant had failed

1 to include in the final account statements, had been in place since 2004 and was expressly required to
2 make what was deducted transparent to prevent landlords from making small deductions like charging
3 \$85 for cleaning when it only cost the landlord \$37 or charging \$193 for paint when the cost to the
4 landlord was only \$67. (Stats. 2003, ch. 335, §1 (SB 90); Sen. Com. On Judiciary, Analysis of Sen.
5 Bill No. 90 (2003-2004 Reg. Sess.) as introduced January 28, 2003 [specifically identifying as
6 examples to be curbed as the landlord charging \$85 cleaning charge for only \$37 of cleaning or
7 charging \$193 painting when the cost to the landlord was only \$67 making clear that only actual costs
8 could be charged and the landlord must account for the costs]; *Hutnick v. United States Fidelity &*
9 *Guaranty Co.* (1988) 47 Cal.3d 456, 465, fn. 7 [legislative committee reports are part of a statute's
10 legislative history and may be considered in interpreting statutes].) Plaintiff argued that Defendant's
11 systematic failure to comply with these well-established principles demonstrates bad faith, entitling
12 the tenants to bad faith damages. Plaintiff also intended to show that Defendant's charges for repairs
13 and cleaning were excessive and that Defendant was charging for cleaning and repairs at hourly rates
14 and hours which far exceeded the rates paid to employees or the time spent on cleaning or repairs.

15 20. Plaintiff asserted that Defendant would be liable for **\$717,377** in bad faith penalties
16 (\$358,688.50 deposit collected in 3-year period x 2 per Civil Code 1950.5(l) = \$717,377).

17 21. Defendant argued that liability for bad faith penalties could not be based on any
18 inadequate written accounting statement and only based on Plaintiff showing that the amounts were
19 wrongfully withheld. As noted above, Defendant argued that at trial, it would be able to show that
20 any amounts that were withheld were used for legally permissible purposes and that no bad faith
21 penalties would be awarded.

22 22. As set forth above, Plaintiff estimated liability of approximately \$937,064. Plaintiff
23 settled for \$535,000, which is 57 percent of the estimated liability. Although confident that they would
24 be successful at trial, Plaintiff acknowledged that there was some risk based on the absence of case
25 law defining when bad faith penalties would be available for violations of Civil Code section
26 1950.5; the Court's discretion to reduce the bad faith penalties; and Defendant's potential ability to
27 prove that at least some of the security deposit was used for proper purposes in reasonable amounts.
28 Thus, Plaintiff's Counsel, experienced in this type of litigation was aware of the risks and that the

1 class members potentially could have received nothing if the Court had agreed with Defendant's
2 positions, especially in light of the absence of case law setting forth the exact details of when Civil
3 Code section 1950.5 bad faith penalties are available and under what circumstances Defendant may
4 use offset/setoff. Thus, Plaintiff's decision to settle this matter was in the best interest of the Class
5 Members/aggrieved employees. The settlement amount is reasonable in light of the risks involved
6 in this case—including the prospect of a potential adverse summary adjudication ruling, certification
7 ruling, defenses to the case, potential delay and risk of appeal, and elements of willfulness and/or
8 injury required for certain penalties. In light of these considerations, the proposed Settlement is well
9 within the "ballpark" of reasonableness and should be granted preliminary approval.

10 23. The proposed settlement benefits the class. If the Court were to approve the estimated
11 requested amounts set forth above, Plaintiff estimates that class members will receive an average
12 payment of \$634.08 ($\$296,750 \div 468 = \634.08). Plaintiff had estimated that Defendant had
13 wrongfully withheld \$469.42 from each class member. ($\$219,686.89$ in withheld security deposits \div
14 468 class members = $\$469.42$.) This is a fair and reasonable result. Because of the absence of
15 attorneys' fees for these types of actions, individual litigation to seek a relatively small amount of
16 wrongfully withheld security deposit generally acts as a practical barrier to justice. The tenants will
17 still receive a benefit despite Defendant's defenses to liability. This settlement will allow the tenants
18 to receive more than the amount of their estimated withheld security without having to file their
19 own action, find an attorney, participate in the action, or incur the risk of costs if the action were
20 unsuccessful.

21 EXPERIENCE OF CLASS COUNSEL

22 24. Lavi & Ebrahimian, LLP is experienced and qualified to act as Class Counsel, to
23 evaluate the class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate
24 the viability of the defenses.

25 25. I, and the law firm of Lavi & Ebrahimian, LLP, have almost exclusively practiced in
26 the area of labor and employment law, with some plaintiff's side class action consumer litigation.

27 26. I graduated from University of Iowa School of Law in 2005. I have been in practice
28 with the law firm of Lavi & Ebrahimian, LLP since February 2007. Super Lawyers Magazine selected
me as a Southern California Rising Star in 2012 through 2017 in the area of Plaintiff's employment

1 litigation and as a Super Lawyer for 2018 through 2023 in the area of Plaintiff's employment
2 litigation. I have been involved in numerous cases in all aspects from trial through appeal, including
3 California and Federal class actions, wrongful termination, discrimination, harassment and retaliation
4 cases. I have argued in the California Courts of Appeal and made submissions in California and Ninth
5 Circuit Courts of Appeal. I have obtained numerous successful decisions in the Courts of Appeal. I
6 prepared all briefing and argument in the court of appeal and in support of the petition for review to
7 the California Supreme Court in *Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th
8 665 where the California Supreme Court reversed the court of appeals' reversal of the trial court's
9 decision vacating the arbitrator's award and holding that the arbitrator exceeds his or her authority
10 pursuant to a mandatory employment arbitration agreement when the arbitrator's clear error of law
11 deprives the employee of a hearing on the merits of unwaivable statutory employment claims. I am
12 one of the attorneys, preparing all briefing in the court of appeal, in the published California Supreme
13 Court decision *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542 in which the
14 California Supreme Court reversed the court of appeals' confirmation of the trial court's order
15 granting summary judgment and held that when calculating overtime in pay periods in which an
16 employee earns a flat sum bonus, employers must divide the total compensation earned in a pay
17 period by only the non-overtime hours worked by an employee. I was one of the plaintiff's attorneys
18 in the published decision of *Leyva v. Medline Industries, Inc.* (9th Cir. 2013) 716 F.3d 510, the first
19 published and substantive federal appellate court decision interpreting the United States Supreme
20 Court's decision in *Comcast Corp. v. Bernard* (2013) 569 U.S. 27, 133 S.Ct. 1426. I have also won
21 on numerous unpublished appeals including: *Leyva v. Motor Parts of American, Inc.* (2nd App. Dist.
22 Apr. 20, 2023, No. B307525); *Robertson v. Guitar Center, Inc.* (2nd App. Dist. Mar. 14, 2023);
23 *Quiroz v. World Variety Produce, Inc.* (2nd App. Dist. May 14, 2021, No. B3033012); *Orantes v.*
24 *Westlake Wellbeing Properties, LLC* (2nd App. Dist. Mar. 19, 2021, No. B295150); *Langley v. Penske*
25 *Motor Group* (2nd App. Dist. Dec. 19, 2017, No. B275610); *Arellano v. Vo* (4th App. Dist. Oct. 22,
26 2014, No. G048486); *Garcia v. U.S. Bancorp* (9th Cir. June 18, 2014 No. 12-56287); *Garcia v.*
27 *RPSAJ, Inc.* (2nd App. Dist. May 14, 2013, No. B235901); *Aguilar v. F.S. Hotels (L.A.), Inc.*, (2nd
28 App. Dist. Aug. 28, 2009, No. B210159); *Arellano v. Vo* (4th App. Dist. Mar. 7, 2012, No. G044393);

1 and *Cairns v. Ventura Urgent Care Center Med. Corp.* (2nd App. Dist. Mar. 24, 2008, No. B199116).

2 27. I am also familiar with the practice of Lead Counsel Joseph Lavi having worked as an
3 associate with Lavi & Ebrahimian, LLP since February 2007, which has often included reviewing
4 Mr. Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class
5 Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all aspects
6 of employment and labor law, including state and federal class actions, wrongful termination,
7 discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases in state and
8 federal court, and has argued before various courts of appeal, on employment issues such as validity
9 of arbitration agreements, application of res judicata in class action cases, and other employment
10 issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law Continuing Legal
11 Education Panels on issues of employment law trials, how to proceed and conduct trials, and proving
12 and winning punitive damages. Mr. Lavi has been named a Southern California Super Lawyer in the
13 area of Plaintiff's employment litigation for Class Actions from 2011-2022. Mr. Lavi has settled
14 dozens of wage and hour class actions and is currently Plaintiff's counsel in many others. Some of
15 the class actions that Mr. Lavi has handled against employers on wage and hour issues and have been
16 approved as class counsel include cases against the following: Kaiser Permanente which settled for
17 \$6,510,000.00; Hustler Casino which settled for \$980,000.00; Chevron Stations Inc., which settled
18 for \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West Cost Products,
19 which settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00, Fuddruckers
20 (as lead counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which
21 settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-
22 Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC
23 (as lead counsel) which settled for \$4,250,000.00; and Gruma Corporation (as lead counsel) which
24 Defendant's petition to the United States Supreme Court in the matter was denied and the matter
25 settled for \$2,300,000.00. Mr. Lavi has been approved as class counsel by both Federal and California
26 Courts. Mr. Lavi and the other attorneys at Lavi & Ebrahimian who are available to assist me in this
27 case if needed are fully capable of adequately and fairly representing Plaintiff and the proposed class
28 in this matter.

1 28. I am also familiar with associate attorney Vincent Granberry’s practice, because my
2 practice has involved reviewing Mr. Granberry’s declarations in support of motions for attorneys’
3 fees and/or to seek appointment as Class Counsel. Mr. Granberry graduated from Sandra Day
4 O’Connor College of Law at Arizona State University in 2010. Mr. Granberry has been in practice
5 in California since 2011 and with the law firm of Lavi & Ebrahimian, LLP since April 2014, focusing
6 primarily in the area of employment law with some consumer class action cases. Super Lawyers
7 Magazine has selected Mr. Granberry as a Southern California Rising Star in 2016 through 2023 and
8 as a Super Lawyers Rising Star Up-And-Coming 100 in his field in 2018, and again from 2020
9 through 2023.

10 29. Lavi & Ebrahimian, LLP, and has been appointed Class Counsel in over fifty contested
11 proceedings including the following:

12 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case
13 No. BC343535;

14 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
15 BC369846;

16 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District
17 of California, Case No. CV-07-3678-ABC;

18 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles
19 Superior Court Case No. BC380996;

20 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
21 Court Case No. BC383266;

22 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court
23 Case No. RG 0265835;

24 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
25 05CECG02189;

26 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
27 Central District of California, Case No. CV08-06691 SVW (PLA)

28 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case

- 1 No. BC342588;
- 2 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
- 3 BC374816;
- 4 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
- 5 BC378990;
- 6 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
- 7 District of California, Case No. CV07-3237-DDP (PLAX);
- 8 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
- 9 BC410322;
- 10 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
- 11 No. BC412315;
- 12 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
- 13 BC397208;
- 14 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
- 15 BC399431;
- 16 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
- 17 37-2009-00103626-CU-OE-CTL;
- 18 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
- 19 BC451148;
- 20 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
- 21 Central District of California, Case No. CV 10-8916 DDP (CWx);
- 22 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
- 23 Superior Court Case No. BC432406;
- 24 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District
- 25 of California, Case No CV-10-02315-JEM;
- 26 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
- 27 Court Case No. BC462603;
- 28 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior

- 1 Court Case No. BC452570;
- 2 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
- 3 00366952-CU-OE-VTA;
- 4 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
- 5 No. BC421009;
- 6 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
- 7 1341987;
- 8 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
- 9 Case No. BC425708
- 10 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
- 11 No. BC436879;
- 12 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
- 13 RIC10020183;
- 14 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
- 15 BC411849;
- 16 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
- 17 BC411134;
- 18 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
- 19 Court Case No. 30-2011-0044011-CU-OE-CXC;
- 20 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
- 21 District of California, Case No. CV 10-0415 ODW (FMOx)
- 22 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
- 23 BC443792;
- 24 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
- 25 BC451489;
- 26 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case
- 27 No. CV 10-0968-PSG-FMOX;
- 28 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case

1 No. BC425799;

2 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
3 Court Case No. BC446744;

4 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
5 BC456420;

6 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,
7 Central District of California, Case No. CV-10-00711 JFW (PLAx);

8 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
9 BC436793;

10 ll. *Santos v. Noble Management Group-California, LLC*, United States District
11 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

12 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
13 Court Case No. 30-2011-00473505;

14 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case
15 No. BC436235;

16 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
17 BC451490;

18 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
19 RG10523946;

20 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
21 California, Case No. CV 11-09543 DSF (MRWx);

22 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
23 2011-00518396-CU-OE-CXC;

24 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
25 District of California, Case No. CV 10-0415 ODW (FMOx);

26 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
27 No. BC320172;

28 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.

1 BC361380;

2 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
3 No. BC357987.

4
5 ATTORNEY'S FEES

6 27. Of the requested \$176,550 in attorneys' fees, Lavi & Ebrahimian, LLP will receive
7 55% (\$97,102.50) the Law Offices of Sahag Majarian, II will receive 45% (\$79,447.50) of the fees.
8 The Plaintiff was notified of and agreed to this fee arrangement in writing at the time he retained his
9 attorneys.

10 28. Our firm has made every effort to litigate the action in an efficient and cost-effective
11 manner. Following review of our case file and hours and discussions with counsel, our firm has spent
12 approximately 528.6 hours on this matter.

13 29. In summary form, counsel's many tasks included the following: pre-filing
14 investigation, legal research, and research of Defendant and its operations; meeting and
15 communicating with plaintiff regarding his responsibility in bringing the action, the facts of his case
16 and experience at move out and following move out, his documents and understanding of Defendant's
17 policies and procedures; drafting pleadings, reviewing Plaintiff's file and determining liability and
18 evaluating claims and defenses and their strengths and weaknesses; legal research of case law
19 regarding applicable claims and defenses and certification standards; preparing Plaintiff for
20 deposition and defending Plaintiff and his partner's depositions; serving multiple sets of formal
21 discovery; taking the deposition of Defendant's Person Most Knowledgeable; engaging in heavy meet
22 and confer over formal and informal discovery issues; defending against Defendant's motion for
23 summary judgment; preparing and filing a motion for class certification; meeting and conferring over
24 formal and informal discovery and mediation; drafting notices for litigation; communicating with
25 Defendant's Counsel and co-counsel; evaluating data and information provided in discovery and for
26 the three mediations and settlement negotiations; calculating damages; negotiating settlement and
27 settlement documents; communicating with the administrator and responding to administrator's
28 inquiries; preparing the motion for preliminary approval and supporting documents; meeting with the

1 client regarding approval of the settlement; and drafting motion for final approval and supporting
2 documents.

3 30. I have spent approximately 440.5 hours on this matter. My unadjusted lodestar for my
4 hours spent on this case amounts to approximately \$297,337.50 (440.5 x \$675 = \$297,337.50). Given
5 my experience and the focus of my practice, if I were to charge for my type of work by the hour my
6 rate would be \$675 per hour. A \$675 rate is warranted based on my years of experience in a highly
7 specialized area of law and is in line with the Laffey Matrix which provides for an unadjusted rate of
8 \$878 for attorneys out of law school for 11-19 years (available at
9 <http://www.laffeymatrix.com/see.html>).

10 31. California Courts have applied the Laffey Matrix with adjustments to the specific
11 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*
12 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on
13 Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay
14 Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005,
15 No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of
16 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality pay compared
17 to San Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary
18 Plan Pay Tables."].) Here, Plaintiff's Counsels' offices are located in Los Angeles County. For 2023,
19 the Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*),
20 state a 2.4 percent difference for the Los Angeles-Long Beach, CA (34.89%) over the Washington-
21 Baltimore Arlington area (32.49%). ([2023 Locality Pay Tables for Washington-Baltimore-Arlington
22 showing +32.49 locality pay and Los Angeles-Long Beach, CA showing +34.89 locality pay,
23 available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/)
24 [schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/); [2023 Judiciary Salary Plan Pay Tables for Washington-Baltimore-Arlington showing
25 +32.49 locality pay and Los Angeles-Long Beach, CA showing +34.89 locality pay, available at
26 <https://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>].).

27 32. Working closely with the other attorneys in my firm, including on motions for
28 attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter

1 as well as the rates which would be charged if our work was on an hourly basis. Having reviewed
2 numerous declarations in support of fee applications in Los Angeles, I also have knowledge of hourly
3 rates charged by other attorneys practicing in the field of employment law in Los Angeles. Based on
4 that information, I believe that my rate and the rates of the attorneys in my firm are fully consistent
5 with the market rate for attorneys with comparable expertise, experience and qualifications. Based on
6 the information I have, I believe that the rates of our firm are reasonable and appropriate fees for Los
7 Angeles attorneys with comparable expertise, experience, and qualifications.

8 33. Joseph Lavi estimates he has spent at least 76.6 hours litigating this matter.
9 Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$70,855 (76.6 x \$925 = \$70,855). If Mr.
10 Lavi were to charge a rate for this type of work by the hour, given his experience and the focus of his
11 practice, his current hourly rate is \$925 per hour. This rate is in line with other partners out of law
12 school and practicing for over 20 years in California as indicated by the 2014 and 2015 National Law
13 Journal Survey and is in line with the Laffey Matrix which states a 2023 unadjusted rate of \$1,057
14 for attorneys 20 years out of law school.

15 34. Vincent Granberry estimates he has spent at least 11.5 hours litigating this matter.
16 Accordingly, Mr. Granberry's unadjusted lodestar in this matter is \$7,762 (11.5 x \$675 = \$7,762). If
17 Mr. Granberry were to charge a rate for this type of work by the hour, given his experience and the
18 focus of his practice, his current hourly rate is \$675 per hour. This rate is in line with other attorneys
19 out of law school and practicing for over 11-19 years in California as indicated by the 2014 and 2015
20 National Law Journal Survey and is in line with the Laffey Matrix which states a 2023 rate of \$878
21 for attorneys 11-19 years out of law school.

22
23 ATTORNEY'S COSTS

24 35. Our firm maintains all records regarding costs expended on each case. I have reviewed
25 the records of costs expended in this matter which total \$28,111.64 in costs. All costs were reasonably
26 incurred in prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs
27 were associated with the three mediations (\$16,150), the filing of the action and complex fees
28 (\$1,435.00), document preparation and messenger fees (\$2,982.44), Case Anywhere fees (\$5,659.20),

1 and the remainder was reasonably incurred in prosecution of the lawsuit. (Bello Decl. Ex. 2; Majarian
2 Decl. Ex. A.)

3
4 CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED

5 SERVICE AWARD

6 36. It is imperative that Plaintiff receives an enhancement for the time, effort and risk
7 associated with his fiduciary duties as class representative and named Plaintiff. Here, the requested
8 enhancement is modest relative to the settlement, reasonable, and should be preliminarily approved.
9 Plaintiff has performed considerable services on behalf of the Class during the litigation by seeking
10 an attorney, searching for and providing information related to his tenancy and move out, spending
11 time in meetings with counsel to get a better understanding of his experiences and Defendant's
12 procedures, responding to written discovery, assisting counsel in drafting discovery, submitting to his
13 deposition, providing a declaration in support of the motion for class certification, making himself
14 available for mediations, and approving the settlement on behalf of all class members. Plaintiff has
15 put himself at risk for liability for costs in this matter if Defendant prevailed. Plaintiff has also put
16 himself at risk for retaliation by future potential employers who may discover and find it unappealing
17 that Plaintiff served as class representative in a lawsuit against a former employer. Plaintiff was also
18 required to execute a much broader waiver of claims than other class members, warranting additional
19 compensation. (*Dent v. ITC Serv. Grp., Inc.* (D. Nev. Sept, 27, 2013), 2013 U.S. Dist LEXIS 139363,
20 at *11 [awarding service payment in part because wage-hour plaintiff signed a general release].)

21 EXHIBITS

22 37. Attached as Exhibit 1 to this declaration is a true and correct copy of the Settlement
23 Agreement.

24 38. Attached as Exhibit 2 to this declaration is a true and correct copy of costs incurred by
25 Lavi & Ebrahimian in this matter.


26 39. Attached as Exhibit 3 to this declaration is a true and correct copy of printouts from
27 the 2014 National Law Journal sampling of California firm billing rates.

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40. Attached as Exhibit 5 to this declaration is a true and correct copy of the 2015 National Law Journal sampling of billing rates.

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

Dated: December 18, 2023



Jordan D. Bello

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Navarro (“Plaintiff”) and defendant L.A. Southpark High-Rise, LP (“L.A. Southpark”). The Agreement refers to Plaintiff and L.A. Southpark collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging L.A. Southpark violated California landlord-tenant laws by failing to issue legally compliant final account statements and improperly withholding security deposits for cleaning, repair, or late rent charges captioned *Navarro v. L.A. Southpark High-Rise, LP* Los Angeles Superior Court Case Number BC683876 initiated on November 17, 2017 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means all persons who leased residential units from L.A. Southpark High-Rise, LP in California except those who were evicted, at any time during the period of November 17, 2013, to December 16, 2019 who paid a security deposit to L.A. Southpark High-Rise, LP for a rental agreement for residential property in California and had any portion of their security deposit withheld by L.A. Southpark High-Rise, LP for cleaning, repair work, and/or late charges for rent.
- 1.5. “Class Counsel” means Joseph Lavi and Jordan D. Bello of Lavi & Ebrahimian, LLP and Sahag Majarian II of the Law Offices of Sahag Majarian II.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in L.A. Southpark’s possession including the Class Member’s name, last-known mailing address, and amount of security deposit withheld by L.A. Southpark for cleaning, repair work, and/or late charges for rent as reflected on the final account statements provided to the Class Members following their move-out.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from November 17, 2013 to December 16, 2019.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “L.A. Southpark” means named Defendant L.A. Southpark High-Rise, LP.
- 1.16. “Defense Counsel” means Jeffrey M. Singletary and Justin F. Mellow of Snell & Wilmer L.L.P.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$535,000 which is the total amount L.A. Southpark agrees to pay under the Settlement except as provided in Paragraph 9

below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.27. "Plaintiff" means Juan Navarro, the named plaintiff in the Action.
- 1.28. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.30. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.31. "Released Parties" means: L.A. Southpark and each of its partners, affiliates, successors and assigns and their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.32. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.33. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an

additional 14 calendar days beyond the Response Deadline has expired.

- 1.34. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On November 17, 2017, Plaintiff commenced this Action by filing a Complaint alleging causes of action against L.A. Southpark for violations of Civil Code section 1950.5 and Business and Professions Code section 17200. The Complaint is the operative complaint in the Action (the “Operative Complaint.”) L.A. Southpark denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On January 24, 2023,

the Parties participated in an all-day mediation presided over by Hon. Amy D. Hogue (retired) which led to this Agreement to settle the Action.

_____ (describe alternative means of action) _____.

2.3. Prior to mediation negotiating the Settlement, Plaintiff obtained, through formal informal discovery, the leases and final account statements for the potential class members and testimony from L.A. Southpark’s Person Most Knowledgeable regarding deductions from security deposits, documents and information provided to tenants who ended their lease during the Class Period, and how L.A. Southpark determined and calculated the amount charged for cleaning, repairs, or late rent charges from the potential class members’ security deposits. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4. The Court has has not granted class certification. On July 11, 2022, Hon. William F. Highberger certified the class action for the following classes:

Itemized Statement Class: All persons who leased residential units from L.A. Southpark in California except those who were evicted, within four years prior to the filing of this lawsuit who paid a security deposit to L.A. Southpark for a rental agreement for residential property in California and received a final account statement which did not include an itemized statement describing the time spent on cleaning and repair work, the reasonable hourly rate charged, and costs of any materials.

Late Charges Class: All persons who leased residential units from L.A. Southpark in California except those who were evicted, within four years prior to the filing of this lawsuit who paid a security deposit to L.A. Southpark for a rental agreement for

residential property in California and had any portion of their security deposit withheld by L.A. Southpark for late charges.

- 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, L.A. Southpark promises to pay \$535,000 and no more as the Gross Settlement Amount. L.A. Southpark has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to L.A. Southpark.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). L.A. Southpark will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$187,250 and a Class Counsel Litigation Expenses Payment of not more than \$27,000. L.A. Southpark will not oppose requests for these payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation

Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds L.A. Southpark harmless, and indemnifies L.A. Southpark, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$14,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total amount of security deposit withheld by L.A. Southpark for cleaning, repairs, or late rent charges as reflected on the Final Account Statement for all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's amount of security deposit withheld by L.A. Southpark for cleaning, repairs, or late rent charges as reflected on the Participating Class Member's Final Account Statement divided by the number of tenants on the residential lease.

3.2.4.1. Tax Allocation of Individual Class Payments. One Hundred Percent (100%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for damages and interest. The Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment. Each Participating Class Member assumes full responsibility and liability for taxes owed on the Class Member's Individual Class Payment and holds L.A. Southpark harmless, and indemnifies L.A. Southpark, from any dispute or controversy regarding any taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, L.A. Southpark

estimates there are 468 Class Members who had a total amount of approximately \$225,000 in security deposits withheld by L.A. Southpark for cleaning, repairs, or late rent charges as reflected on the Final Account Statement for all Class Members.

- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, L.A. Southpark will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. L.A. Southpark has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which L.A. Southpark must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. L.A. Southpark shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after L.A. Southpark funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided

or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments shall not obligate L.A. Southpark to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when L.A. Southpark fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period based on the facts stated in the Operative Complaint. Participating Class Members do not release any other claims or claims based on facts occurring outside the Class Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 L.A. Southpark’s Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, L.A. Southpark will prepare and deliver to Class Counsel a signed Declaration from L.A. Southpark and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and L.A. Southpark shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing

in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice **with Spanish translation** substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the amount of security deposit withheld for cleaning, repairs, or late charges for rent as reflected on the tenants' final account statement used to calculate these

amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Calculation of Security Deposits Withheld for Cleaning, Repair, or Late Charges for Rent and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, L.A. Southpark or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6 Challenges to Calculation of Security Deposits Withheld for Cleaning, Repair, or Late Charges for Rent. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the amount of security deposit withheld for cleaning, repair, or late charges for rent in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the amount of security deposit withheld for cleaning, repair, or late charges for rent contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to presume that the amount of security deposit withheld for cleaning, repair, or late charges for rent to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the

Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to calculations received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Calculation Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of amount withheld from security deposit. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, L.A. Southpark estimates that, as of the date of this Settlement Agreement, there are 468 Class Members and \$225,000 in security deposits withheld for cleaning, repairs, or late rent charges during the Class Period.

In the event the total amount of security deposits withheld for cleaning, repairs, or late rent charges during the class period exceeds \$225,000 by more than five percent (5%) (i.e., more than \$11,250), L.A. Southpark will increase the Gross Settlement Amount by the percentage over five percent (5%). If the Gross Settlement Amount increases pursuant to this escalation clause, then L.A. Southpark agrees not to oppose an application by Plaintiffs' counsel to increase their attorneys' fees based on the new increased Gross Settlement Amount, which shall be deducted from the Gross Settlement Amount.

For example, if the total amount of security deposits withheld for cleaning, repairs, or late rent charges during the class period totals \$240,750 (i.e., seven percent (7%) over \$225,000); then the Gross Settlement Amount will be increased by two percent (2%) and Plaintiffs may apply for an increase in attorneys' fees which is equal to up to thirty-five percent (35%) of the increased Gross Settlement Amount.

9. **L.A. SOUTHPARK'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, L.A. Southpark may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if L.A. Southpark withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, L.A. Southpark will remain responsible for paying all Settlement Administration Expenses incurred to that point. L.A. Southpark must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive

all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by L.A. Southpark that any of the allegations in the Operative Complaint have merit or that L.A. Southpark has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that L.A. Southpark's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, L.A. Southpark reserves the right to contest certification of any class for any reasons, and L.A. Southpark reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest L.A. Southpark's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality. Plaintiff, Class Counsel, L.A. Southpark and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is

filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, L.A. Southpark and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and L.A. Southpark, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, L.A. Southpark nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by L.A. Southpark in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, and Class Counsel shall certify such destruction, all paper and electronic versions of Class Data received from L.A. Southpark unless, prior to the Court's discharge of the Administrator's obligation, L.A. Southpark makes a written request to Class Counsel for the return, rather than the destructions, of Class Data. Defendant or its counsel shall preserve copies of the Class Data for five (5) years after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming final pay out of all Settlement funds and if counsel for either party is legally and/or ethically obligated to produce, review and/or rely on the Class Data, Defendant or its counsel shall provide such necessary Class Data within 21 calendar days of the written request. After any such dispute requiring Class Data has concluded, counsel who has received Class Data shall return or certify destruction of

the Class Data in accordance with this paragraph.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Joseph Lavi
Lavi & Ebrahimian, LLP
8889 West Olympic Boulevard, Suite 200
Beverly Hills, CA 90211

To L.A. Southpark:
Jeffrey M. Singletary
SNELL & WILMER L.L.P.
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626-7689

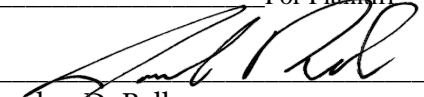
- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:

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Juan Navarro For Plaintiff

For L.A. Southpark



Jordan D. Bello Counsel for Plaintiff

Counsel for L.A.
Southpark

For Plaintiff

Shane Summers

Shane Summers For L.A. Southpark
VP Legal, WMA, Inc.

Counsel for Plaintiff

Jeff Singletary Counsel for L.A.
Southpark *Swill & Wilmer L.P.*

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Navarro v. L.A. Southpark High-Rise, LP, filed November 17, 2017, Los Angeles Superior Court
Case Number BC 683876

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against L.A. Southpark High-Rise, LP (“L.A. Southpark”) for alleged improper withholding of security deposits. The Action was filed by a former tenant of L.A. Southpark (“Plaintiff”) and seeks payment of damages and interest for a class of former tenants who had any portion of their security deposits withheld for cleaning, repair, or late charges for rent (“Class Members”) during the Class Period (November 17, 2013 to December 16, 2019).

The proposed Settlement is a Class Settlement requiring L.A. Southpark to fund Individual Class Payments.

Based on L.A. Southpark’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on L.A. Southpark’s records showing that **L.A. Southpark withheld \$ [REDACTED] from your security deposit for cleaning, repair, or late charges for rent** during the Class Period. If you believe that L.A. Southpark withheld more security deposit for cleaning, repair, or late charges for rent during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires L.A. Southpark to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against L.A. Southpark.

If you were an L.A. Southpark tenant during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims against L.A. Southpark.


(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an

Individual Class Payment. You will, however, preserve your right to personally pursue security deposit claims during the Class Period against L.A. Southpark.

L.A. Southpark will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the security deposit claims against L.A. Southpark that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is </p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Amount of Security Deposit Withheld for Cleaning, Repairs, or Late Rent Charges</p> <p>Written Challenges</p>	<p>The amount of your Individual Class Payment depends on how much L.A. Southpark withheld from your security deposit for cleaning, repairs, or late rent charges during the Class Period as reflected on your final account statement. The amount withheld from your security deposit for cleaning, repairs, or late rent charges as reflected on your final account statement according to L.A. Southpark's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by .</p>

Must be Submitted by 	See Section 4 of this Notice
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former L.A. Southpark tenant. The Action accuses L.A. Southpark of violating California landlord-tenant laws by failing to issue legally compliant final account statements and improperly withholding security deposits for cleaning, repair, or late rent charges. Plaintiff is represented by attorneys in the Action: Lavi & Ebrahimi, LLP and the Law Offices of Sahag Majarian II (“Class Counsel.”)

L.A. Southpark strongly denies violating any laws and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether L.A. Southpark or Plaintiff is correct on the merits. In the meantime, Plaintiff and L.A. Southpark hired a retired judge in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and L.A. Southpark have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, L.A. Southpark does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) L.A. Southpark has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. L.A. Southpark Will Pay \$535,000 as the Gross Settlement Amount (Gross Settlement). L.A. Southpark has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, L.A. Southpark will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the

proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement (currently estimated to be \$187,250) to Class Counsel for attorneys' fees and up to \$27,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - C. Up to \$14,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the amount of their security deposit withheld for cleaning, repairs, or late charges for rent as reflected on their final account statements.
4. Taxes Owed on Payments to Class Members. Plaintiff and L.A. Southpark are asking the Court to approve an allocation of 100% to damages and interest ("Non-Wage Portion). The Administrator will report the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and L.A. Southpark have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue security deposit claims against L.A. Southpark.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and L.A. Southpark have agreed that, in either case, the Settlement will be void: L.A. Southpark will not pay any money and Class Members will not release any claims against L.A. Southpark.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over the amounts of security deposits withheld, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and L.A. Southpark has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against L.A. Southpark or related entities for improperly withheld security deposits based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint. Participating Class Members do

not release any other claims or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total amount of security deposit withheld by L.A. Southpark for cleaning, repairs, or late rent charges as reflected on the final account statements for all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's amount of security deposit withheld by L.A. Southpark for cleaning, repairs, or late rent charges as reflected on the Participating Class Member's Final Account Statement divided by the number of tenants on the residential lease.
2. Challenges to the Amount of Security Deposits Withheld. The amount of security deposit withheld for cleaning, repairs, or late rent charges as reflected on the final account statements during the Class Period, as recorded in L.A. Southpark's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the amount of security deposit withheld for cleaning, repairs, or late rent charges. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of final account statements or other records. The Administrator will accept L.A. Southpark's calculation of security deposit withheld for cleaning, repairs, or late rent charges as reflected on the final account statements based on L.A. Southpark's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve security deposit challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and L.A. Southpark's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a

simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Navarro v. L.A. Southpark High-Rise, LP, and include your identifying information (full name, address, telephone number, approximate dates of move-out, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [redacted], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and L.A. Southpark are asking the Court to approve. At least 16 court days before the [redacted] (date) Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url) or the Court's website [redacted] (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [redacted]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Navarro v. L.A. Southpark High-Rise, LP and include your name, current address, telephone number, and approximate dates of move-out from L.A. Southpark and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything L.A. Southpark and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [redacted]'s website at [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC683876. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Joseph Lavi
Email Address: jlavi@lelawfirm.com
Name of Firm: Lavi & Ebrahimian, LLP
Mailing Address: 8889 W. Olympic, Blvd. Suite 200, Beverly Hills, CA 90211
Telephone: (310) 462-0000

Name of Attorney: Sahag Majarian II
Email Address: sahagii@aol.com
Name of Firm: Law Offices of Sahag Majarian II
Mailing Address: 18250 Ventura Boulevard, Tarzana, CA 91356
Telephone: (818) 609-0807

Settlement Administrator:

Name of Company: [redacted]
Email Address: [redacted]
Mailing Address: [redacted]
Telephone: [redacted]
Fax Number: [redacted]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (800) 992-4647 Nationwide, (916) 323-2827 Outside of U.S. (https://www.sco.ca.gov/upd_contact.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

L&E Costs:

Navarro v. L.A. Southpark

DATE	ITEM	COST
	LOS ANGELES SUPERIOR COURT	
11/17/2017	Summons and Complaint Filing Fee	\$1,435.00
01/16/2018	Filing of Jury Fees	\$150.00
04/20/2018	Document Retrieval – Answer to Complaint	\$9.00
04/01/2022	Filing of Motion – GC 70617 (a)(3)(6)(7); CCP 116.820	\$62.25
04/29/2022	Filing of Reply Class Cert.	\$2.25
11/16/2022	Filing of Stipulation and Order (5-year waiver)	\$27.81
11/16/2022	Courts Transaction Fee – Stipulation and Order (5-year waiver)	\$2.25
02/07/2023	Filing of Joint Status Report	\$7.26
	ALAMEDA SUPERIOR COURT	
08/08/2019	Online Case Research #05506G	\$8.00
08/08/2019	Online Case Research #0144G	\$7.50
08/08/2019	Online Case Research #05802G	\$25.00
	SAN DIEGO SUPERIOR COURT	
11/16/2017	Document Retrieval – Complaint	\$7.78
	DDS LEGAL SERVICES	
11/17/2017	Filing of Summons and Complaint (Class)	\$143.50
12/21/2017	Process Service of Summons and Complaint on Defendant L.A. SOUTHPARK HIGH-RISE, LP	\$83.90
01/11/2018	Filing of Proof of Service of Summons and Complaint on Defendant L.A. SOUTHPARK HIGH-RISE, LP	\$14.70
01/16/2018	Filing of Jury Fees	\$29.70
01/24/2018	Filing of Plaintiff's Notice of Court Order on Newly Filed Class Action and Notice of Initial Status Conference	\$14.70
03/14/2018	Filing of Joint Initial Status Conference Class Action Response Statement	\$59.95
03/22/2018	Filing of Stipulation and Protective Order	\$64.90
12/26/2018	Filing of Joint Status Conference Report	\$64.90
04/19/2019	Re-filing of Joint Status Conference Report	\$104.90
06/25/2019	Deposition Subpoena for Production of Business Records to custodian of records for Committed Maintenance Service, Inc.	\$146.25
07/10/2019	Service of Plaintiff's Notice of Deposition of L.A. SOUTHPARK HIGH-RISE, LP's Person(s) Most Knowledgeable	\$66.95

08/08/2019	Document Retrieval of Motion for Class Certification	\$910.15
08/13/2019	Filing for Opposition to Defendant's Motion for Summary Judgment; Memorandum of Points and Authorities	\$421.15
08/23/2019	Filing of Objection to Defendant's Response to Plaintiff's Separate Statement of Additional Facts and Supplemental	\$64.90
08/27/2019	Filing of Order Appointing Court Approved Reporter as Official Pro Tempore (Estrella Herman #13865)	\$64.90
12/13/2019	Filing of Joint Status Conference Report	\$104.90
	NETWORK DEPOSITION SERVICES	
06/22/2022	Court Reporting – Motion	\$525.00
	ONE LEGAL	
07/12/2023	Filing of Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Dec. of Juan Navarro ISO MPA; Dec. of Jordan Bello ISO MPA	\$79.43
09/11/2023	Filing of Notice of Ruling Granting Plaintiff's Motion for Preliminary Approval of Class Settlement; [PROPOSED] Order Granting Plaintiff's Motion for Class Settlement	\$17.66
	SIGNATURE RESOLUTION	
11/10/2021	One Time Administrative Fee; 50% Half Day Mediation	\$2,700.00
11/11/2022	Full Day Mediation	\$7,000.00
	JAMS MEDIATION	
01/20/2020	Mediation Fee Invoice# 5109358i	\$6,450.00
	SIMPLURIS	
07/20/2021	Notice Only, Postage	\$474.50
	CASE ANYWHERE LLC	
08/07/2018	System Access Fee and Document Service Fee	\$159.60
11/15/2018	System Access Fee and Document Service Fee	\$138.00
02/12/2019	System Access Fee	\$126.00
05/14/2019	System Access Fee	\$126.00
08/07/2019	System Access Fee and Document Service Fee	\$138.00
11/06/2019	System Access Fee and Document Service Fee	\$168.00
02/07/2020	System Access Fee and Document Service Fee	\$126.00
05/06/2020	System Access Fee	\$120.00
08/06/2020	System Access Fee	\$120.00
11/09/2020	System Access Fee	\$126.00
02/04/2021	System Access Fee	\$126.00
05/05/2021	System Access Fee	\$126.00
08/02/2021	System Access Fee	\$126.00
11/10/2021	System Access Fee	\$126.00

02/03/2022	System Access Fee and Document Service Fee	\$162.00
05/09/2022	System Access Fee and Document Service Fee	\$222.00
08/06/2022	System Access Fee and Document Service Fee	\$132.00
11/09/2022	System Access Fee	\$120.00
02/08/2023	System Access Fee and Document Service Fee	\$144.00
05/09/2023	System Access Fee and Document Service Fee	\$126.00
08/05/2023	System Access Fee and Document Service Fee	\$144.00
11/04/2023	System Access Fee and Document Service Fee	\$126.00
	COURTCALL	
03/21/2018	Status Conference	\$86.00
06/12/2018	Case Management Conference	\$86.00
04/25/2019	Status Conference	\$86.00
08/27/2019	Motion	\$94.00
	LA COURT CONNECT	
08/31/2020	Post Mediation Status Conference	\$15.00
01/12/2021	Further Status Conference	\$15.00
03/26/2021	Further Status Conference	\$15.00
	LEGISLATIVE HISTORY RESEARCH	
04/22/2022	Legal Research Civ. Code 1950.5	\$300.00
	ESQUIRE DEPOSITION SOLUTIONS	
06/22/2018	Transcript; Condensed Transcript; Handling Fee	\$404.40
Total		\$25,480.04

EXHIBIT 3

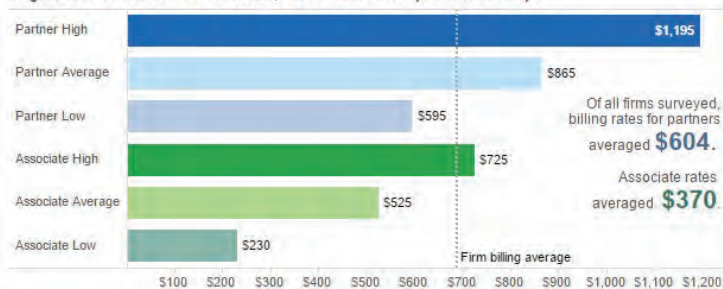
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NLJ'S BILLING SURVEY

- Select a Firm
- Miles & Stockbridge
 - Miller & Martin
 - Morgan Lewis
 - Morris Manning
 - Morrison & Foerster
 - Nixon Peabody
 - Norton Rose
 - Nutter McClennen
 - O'Melveny & Myers
 - Orrick Herrington
 - Parker Poe
 - Patton Boggs
 - Paul Hastings
 - Paul Weiss
 - Pepper Hamilton
 - Perkins Coie

Morrison & Foerster

Largest U.S. Office: San Francisco, 1,010 total full-time equivalent attorneys

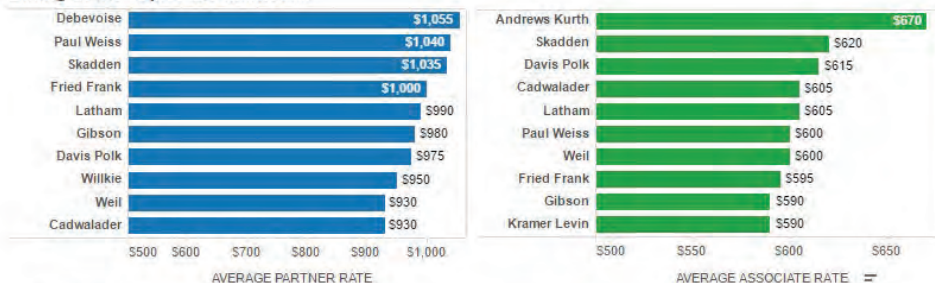


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Uecert	New York	400	\$1,100	\$800	\$600	\$700	\$500	\$300
Andrews Kurth	Houston	548	\$1,000	\$800	\$600	\$700	\$500	\$300
Hughes Hubbard	New York	544	\$950	\$800	\$700	\$600	\$500	\$300
Irell & Manella	Los Angeles	458	\$975	\$800	\$600	\$700	\$500	\$300
Proskauer Rose	New York	740	\$950	\$800	\$700	\$600	\$500	\$300
White & Case	New York	1,000	\$1,000	\$800	\$700	\$600	\$500	\$300
Morrison & Foerster	San Francisco	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Pillsbury Winthrop	Washington	668	\$1,175	\$900	\$700	\$800	\$600	\$500
Kaye Scholer	New York	400	\$1,000	\$800	\$700	\$600	\$500	\$300
Kramer Levin	New York	520	\$1,025	\$800	\$700	\$600	\$500	\$300
Hogan Lovells	Washington	2,200	\$1,000	\$800	\$700	\$600	\$500	\$300
Kasowitz Benson	New York	800	\$1,000	\$800	\$700	\$600	\$500	\$300
Kirkland & Ellis	Chicago	1,500	\$900	\$800	\$700	\$600	\$500	\$300
Cooley	Palo Alto, Calif.	600	\$900	\$800	\$700	\$600	\$500	\$300

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

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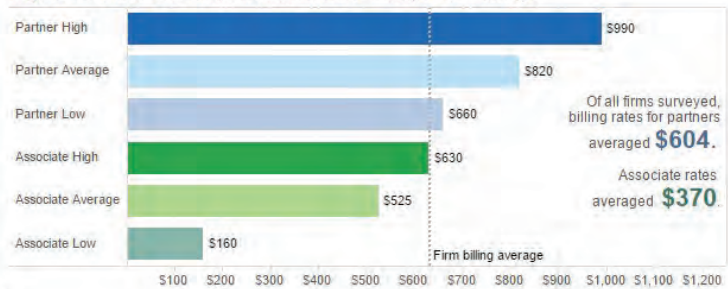
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 - Cooley
 - Covington & Burling
 - Cox Smith
 - Cozen O'Connor
 - Curtis, Mallet-Prevost
 - Davis Graham
 - Davis Polk
 - Debevoise & Plimpton
 - Dechert
 - Dentons
 - Dickstein Shapiro
 - Dinsmore & Shohl
 - DLA Piper
 - Dorsey & Whitney
 - Duane Morris

Cooley

Largest U.S. Office: Palo Alto, Calif., 632 total full-time equivalent attorneys

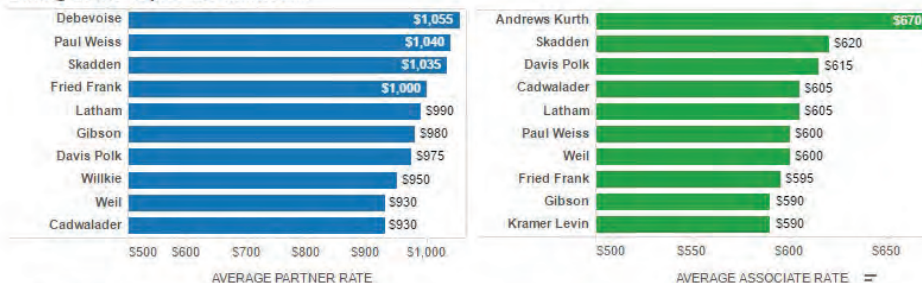


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Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	4,332	\$1,788	\$880	\$715	\$620	\$470	\$200
Kramer Levin	New York	2,288	\$1,325	\$880	\$730	\$650	\$500	\$340
Hogan Lovells	Washington	2,088	\$1,090	\$800	\$705	\$600	\$450	\$200
Kasowitz Benson	New York	890	\$1,325	\$880	\$680	\$550	\$400	\$220
Kirkland & Ellis	Chicago	1,511	\$950	\$800	\$680	\$570	\$450	\$200
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	1,180	\$850	\$810	\$670	\$580	\$450	\$200
Paul Hastings	New York	850	\$910	\$810	\$730	\$600	\$450	\$200
Curtis, Mallet-Prevost	New York	800	\$880	\$800	\$730	\$580	\$450	\$200
Winston & Strawn	Chicago	800	\$800	\$800	\$680	\$550	\$400	\$200
Bingham McCutchen	Boston	800	\$1,000	\$750	\$600	\$480	\$350	\$170
Akin Gump	Washington	800	\$1,000	\$750	\$600	\$480	\$350	\$170
Covington & Burling	Washington	750	\$880	\$780	\$680	\$550	\$410	\$200
King & Spalding	Atlanta	600	\$900	\$800	\$650	\$500	\$350	\$170

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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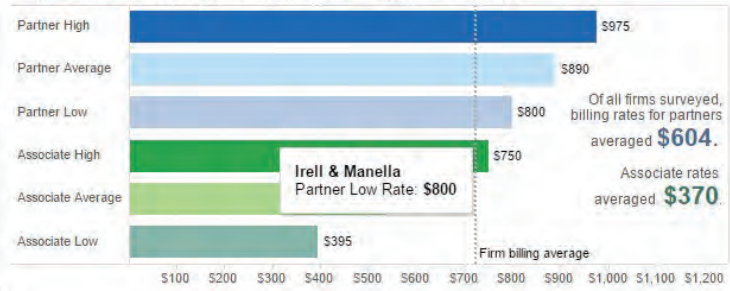
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 - Harter Secrest
 - Haynes and Boone
 - Hogan Lovells
 - Holland & Hart
 - Holland & Knight
 - Honigman Miller
 - Hughes Hubbard
 - Husch Blackwell
 - Ice Miller
 - Irell & Manella
 - Jackson Kelly
 - Jackson Lewis
 - Jackson Walker
 - Jeffer Mangels
 - Jenner & Block

Irell & Manella

Largest U.S. Office: Los Angeles, 164 total full-time equivalent attorneys

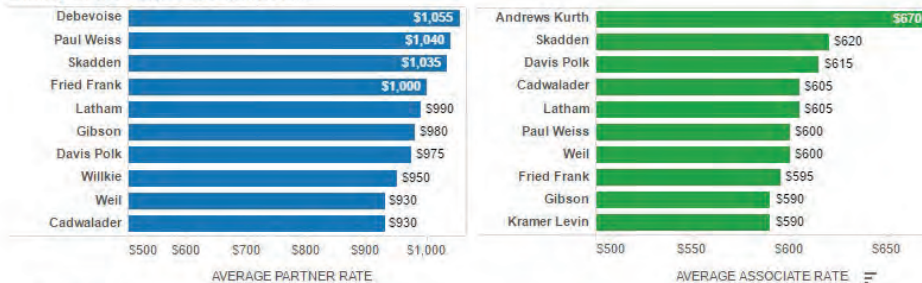


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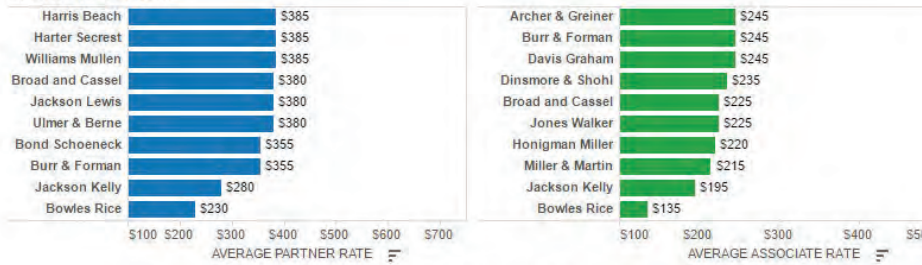
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Uecert	New York	400	\$1,700	\$600	\$500	\$700	\$300	\$200
Andrews Kurth	Houston	548	\$1,700	\$600	\$500	\$700	\$300	\$200
Hughes Hubbard	New York	500	\$600	\$500	\$400	\$300	\$200	\$100
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	744	\$600	\$500	\$400	\$300	\$200	\$100
White & Case	New York	1,200	\$1,000	\$600	\$500	\$700	\$300	\$200
Morrison & Foerster	San Francisco	1,000	\$1,000	\$600	\$500	\$700	\$300	\$200
Pillsbury Winthrop	Washington	600	\$1,000	\$600	\$500	\$700	\$300	\$200
Kaye Scholer	New York	400	\$1,000	\$600	\$500	\$700	\$300	\$200
Kramer Levin	New York	500	\$1,000	\$600	\$500	\$700	\$300	\$200
Hogan Lovells	Washington	2,200	\$1,000	\$600	\$500	\$700	\$300	\$200
Kasowitz Benson	New York	500	\$1,000	\$600	\$500	\$700	\$300	\$200
Kirkland & Ellis	Chicago	1,500	\$600	\$500	\$400	\$300	\$200	\$100
Cooley	Palo Alto, Calif.	500	\$600	\$500	\$400	\$300	\$200	\$100

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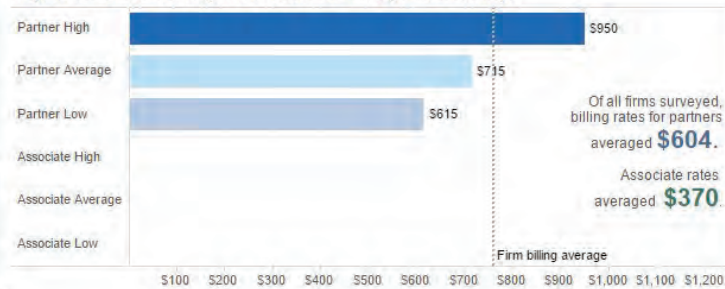
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NLJ'S BILLING SURVEY

- Select a Firm
- McElroy Deutsch
 - McGuireWoods
 - McKenna Long
 - Michael Best
 - Miles & Stockbridge
 - Miller & Martin
 - Morgan Lewis
 - Morris Manning
 - Morrison & Foerster
 - Nixon Peabody
 - Norton Rose
 - Nutter McClennen
 - O'Melveny & Myers
 - Orrick Herrington
 - Parker Poe
 - Patton Boggs

O'Melveny & Myers

Largest U.S. Office: Los Angeles, 738 total full-time equivalent attorneys

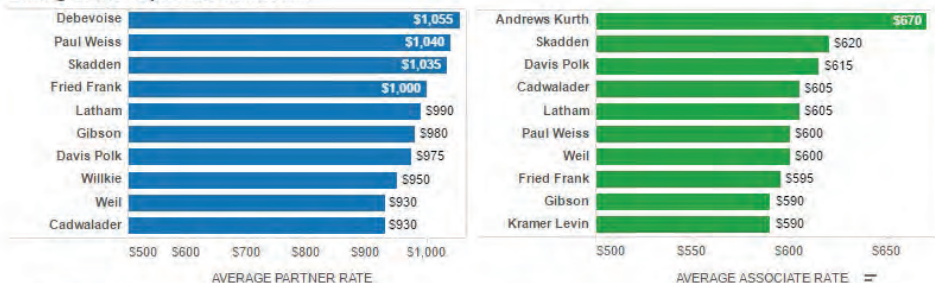


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	11,298	\$1,200	\$750	\$500	\$600	\$350	\$180
Dickstein Shapiro	Washington	888	\$1,050	\$550	\$350	\$450	\$300	\$150
Jenner & Block	Chicago	4,130	\$850	\$450	\$300	\$400	\$250	\$120
Jones Day	New York	2,993	\$975	\$515	\$315	\$400	\$250	\$120
Manatt Phelps	Los Angeles	2,220	\$1,125	\$500	\$300	\$400	\$275	\$130
Seward & Kissel	New York	750	\$900	\$450	\$300	\$400	\$250	\$120
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615			
McDermott Will	Chicago	1,038	\$930	\$510	\$310	\$400	\$250	\$120
Reed Smith	Pittsburgh	1,480	\$800	\$450	\$300	\$400	\$250	\$120
Dentons	N/A**	21,700	\$700	\$350	\$200	\$400	\$250	\$110
Jeffer Mangels	Los Angeles	2,220	\$875	\$450	\$300	\$400	\$250	\$120
Sheppard Mullin	Los Angeles	2,210	\$875	\$450	\$300	\$400	\$250	\$120
Alston & Bird	Atlanta	2,210	\$875	\$450	\$300	\$400	\$250	\$120
Foley Hoag	Boston	2,210	\$875	\$450	\$300	\$400	\$250	\$120

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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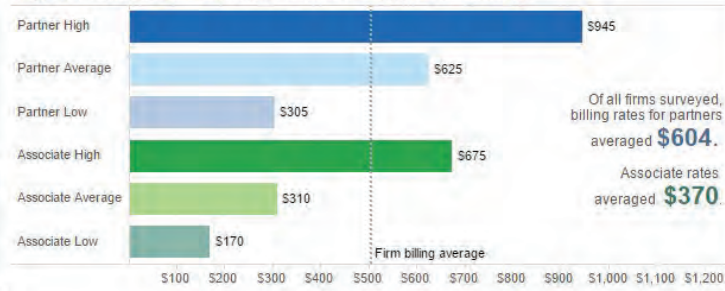
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NLJ'S BILLING SURVEY

- Select a Firm
- McElroy Deutsch
 - McGuireWoods
 - McKenna Long
 - Michael Best
 - Miles & Stockbridge
 - Miller & Martin
 - Morgan Lewis
 - Morris Manning
 - Morrison & Foerster
 - Nixon Peabody
 - Norton Rose
 - Nutter McClennen
 - O'Melveny & Myers
 - Orrick Herrington
 - Parker Poe
 - Patton Boggs

Orrick, Herrington & Sutcliffe

Largest U.S. Office: San Francisco, 977 total full-time equivalent attorneys

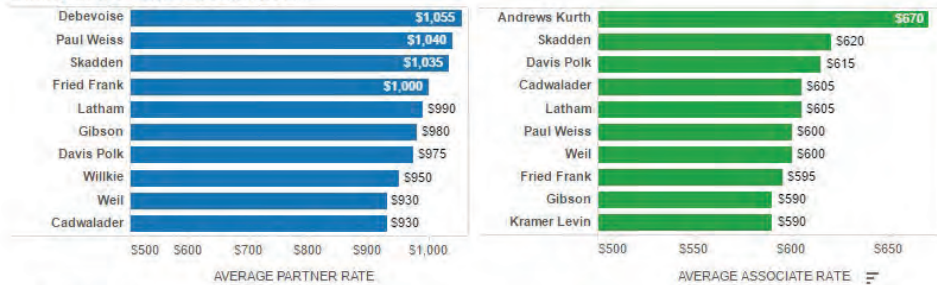


By the Numbers: The Firms Report Their Billing Rates

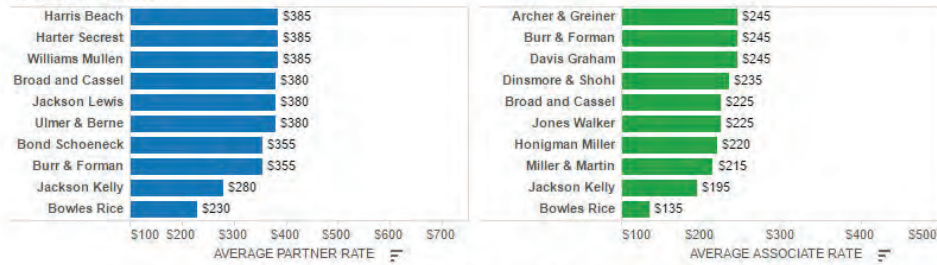
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	479	\$850	\$550	\$300	\$600	\$350	\$175
Kelley Drye	New York	238	\$815	\$460	\$210	\$560	\$300	\$165
Gardere Wynne	Dallas	233	\$775	\$450	\$200	\$545	\$290	\$160
Pepper Hamilton	Philadelphia	453	\$680	\$380	\$200	\$530	\$300	\$160
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	187	\$660	\$420	\$220	\$520	\$300	\$160
Duane Morris	Philadelphia	688	\$745	\$430	\$200	\$530	\$290	\$160
Morgan Lewis	Philadelphia	1,334	\$730	\$420	\$200	\$520	\$290	\$170
Troutman Sanders	Atlanta	570	\$675	\$380	\$200	\$520	\$290	\$160
Allen Matkins	Los Angeles	187	\$640	\$375	\$200	\$520	\$290	\$160
Katten Muchin	Chicago	380	\$740	\$410	\$200	\$520	\$290	\$160
Lowenstein Sandler	Roseland, N.J.	254	\$730	\$410	\$210	\$520	\$290	\$160
Seyfarth Shaw	Chicago	708	\$660	\$390	\$200	\$520	\$290	\$160
Buchalter Nemer	Los Angeles	134	\$620	\$360	\$200	\$520	\$290	\$160

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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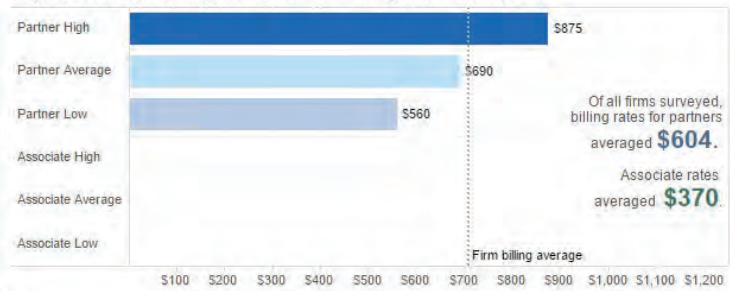
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NLJ'S BILLING SURVEY

- Select a Firm
- Baker & McKenzie
 - Jackson Kelly
 - Jackson Lewis
 - Jackson Walker
 - Jeffer Mangels
 - Jenner & Block
 - Jones Day
 - Jones Walker
 - Kasowitz Benson
 - Katten Muchin
 - Kaye Scholer
 - Kelley Drye
 - Kilpatrick Townsend
 - King & Spalding
 - Kirkland & Ellis
 - Knobbe Martens

Jeffer, Mangels, Butler & Mitchell

Largest U.S. Office: Los Angeles, 126 total full-time equivalent attorneys

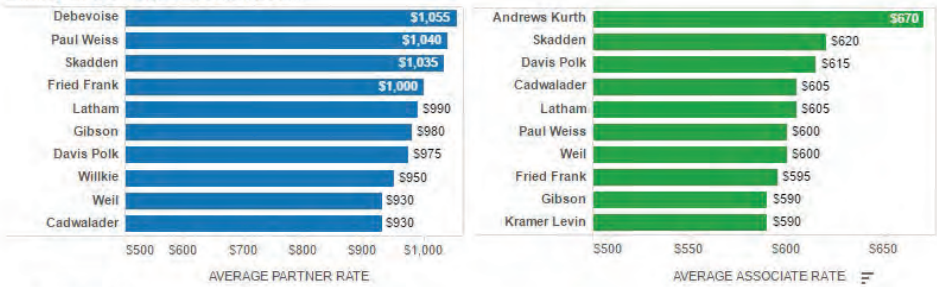


By the Numbers: The Firms Report Their Billing Rates

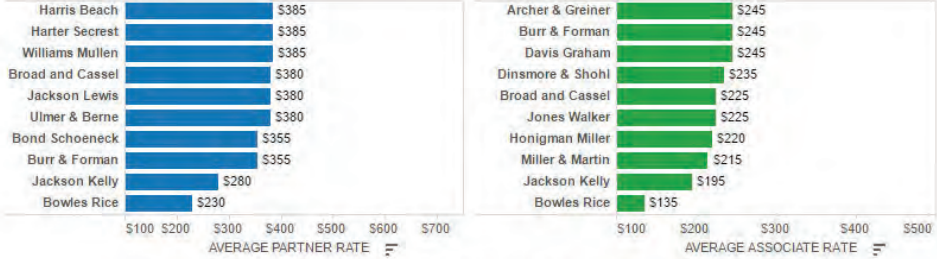
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	11,136	\$1,200	\$750	\$500	\$600	\$400	\$250
Dickstein Shapiro	Washington	888	\$1,050	\$650	\$350	\$500	\$350	\$250
Jenner & Block	Chicago	4,130	\$750	\$500	\$300	\$400	\$300	\$200
Jones Day	New York	2,983	\$900	\$600	\$400	\$500	\$350	\$250
Manatt Phelps	Los Angeles	1,000	\$700	\$500	\$300	\$400	\$300	\$200
Seward & Kissel	New York	800	\$800	\$500	\$300	\$400	\$300	\$200
O'Melveny & Myers	Los Angeles	800	\$700	\$500	\$300	\$400	\$300	\$200
McDermott Will	Chicago	1,200	\$600	\$400	\$250	\$350	\$250	\$150
Reed Smith	Pittsburgh	1,400	\$600	\$400	\$250	\$350	\$250	\$150
Dentons	N/A**	-	\$600	\$400	\$250	\$350	\$250	\$150
Jeffer Mangels	Los Angeles	126	\$875	\$690	\$560	-	-	-
Sheppard Mullin	Los Angeles	850	\$875	\$600	\$400	\$500	\$350	\$250
Alston & Bird	Atlanta	800	\$800	\$500	\$300	\$400	\$300	\$200
Foley Hoag	Boston	250	\$800	\$500	\$300	\$400	\$300	\$200

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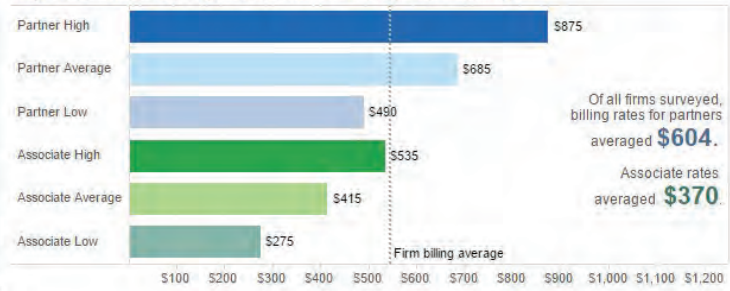
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NLJ'S BILLING SURVEY

- Select a Firm
- Robinson & Cole
 - Rutan & Tucker
 - Saul Ewing
 - Sedgwick
 - Seward & Kissel
 - Seyfarth Shaw
 - Sheppard Mullin
 - Shumaker Loop
 - Shutts & Bowen
 - Skadden, Arps
 - Snell & Wilmer
 - Squire Sanders
 - Stevens & Lee
 - Stinson Morrison
 - Steel Rives
 - Strasburger & Price

Sheppard, Mullin, Richter & Hampton

Largest U.S. Office: Los Angeles, 521 total full-time equivalent attorneys

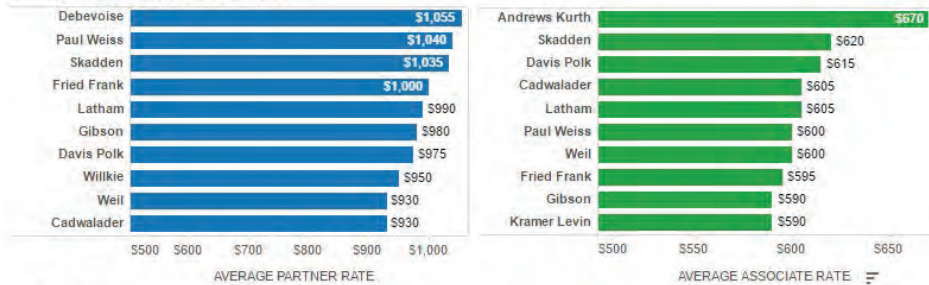


By the Numbers: The Firms Report Their Billing Rates

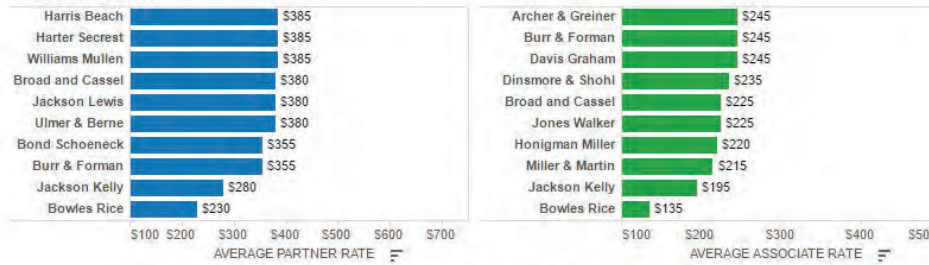
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	250	\$875	\$685	\$490	\$535	\$415	\$275
Foley Hoag	Boston	250	\$875	\$685	\$490	\$535	\$415	\$275
Haynes and Boone	Dallas	250	\$875	\$685	\$490	\$535	\$415	\$275
Patton Boggs	Washington	250	\$875	\$685	\$490	\$535	\$415	\$275
Wiley Rein	Washington	250	\$875	\$685	\$490	\$535	\$415	\$275
Richards Layton	Wilmington, Del.	250	\$875	\$685	\$490	\$535	\$415	\$275
Venable	Washington	250	\$875	\$685	\$490	\$535	\$415	\$275
Greenberg Traurig	New York	250	\$875	\$685	\$490	\$535	\$415	\$275
Squire Sanders	Cleveland	250	\$875	\$685	\$490	\$535	\$415	\$275
Arent Fox	Washington	250	\$875	\$685	\$490	\$535	\$415	\$275
Blank Rome	Philadelphia	250	\$875	\$685	\$490	\$535	\$415	\$275
Kelley Drye	New York	250	\$875	\$685	\$490	\$535	\$415	\$275

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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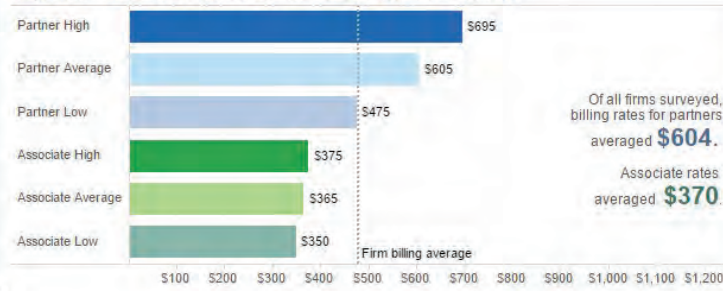
NLJ'S BILLING SURVEY

Select a Firm

- Ballard Spahr
- Barnes & Thornburg
- Benesch Friedlander
- Best Best
- Bingham McCutchen
- Blank Rome
- Bond Schoeneck
- Bowles Rice
- Bracewell & Giuliani
- Bradley Arant
- Broad and Cassel
- Brownstein Hyatt
- Bryan Cave
- Buchalter Nemer
- Burr & Forman
- Butzel Long

Buchalter Nemer

Largest U.S. Office: Los Angeles, 134 total full-time equivalent attorneys

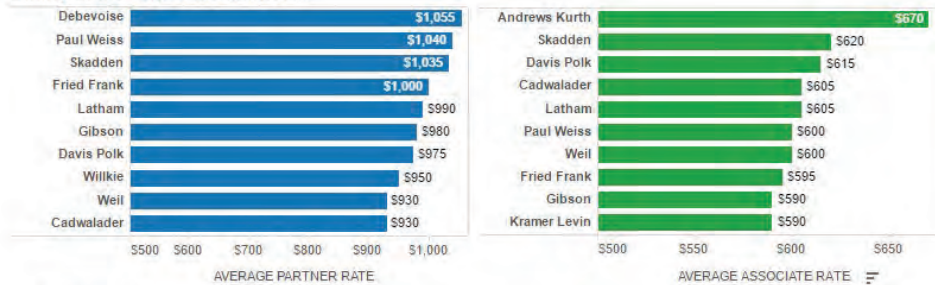


By the Numbers: The Firms Report Their Billing Rates

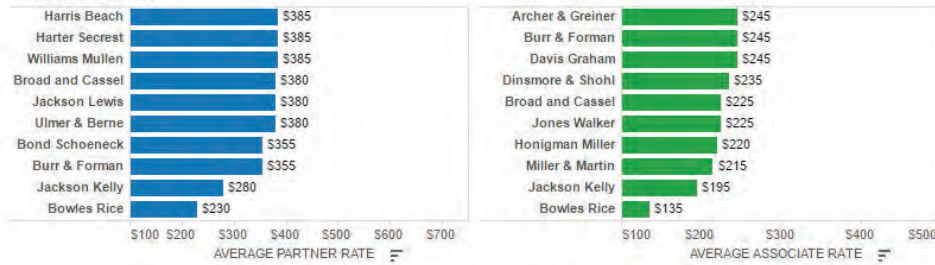
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	739	\$888	\$611	\$495	\$503	\$388	\$225
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$588	\$450	\$350	\$325	\$218
Foley & Lardner	Milwaukee	872	\$568	\$388	\$405	\$371	\$305	\$218
Perkins Coie	Seattle	822	\$688	\$488	\$388	\$380	\$380	\$215
Vinson & Elkins	Houston	877	\$778	\$605	\$475	\$380	\$308	\$275
Holland & Knight	Washington	828	\$1,028	\$580	\$388	\$380	\$320	\$218
McGuireWoods	Richmond, Va.	848	\$725	\$588	\$488	\$380	\$388	\$275
Bryan Cave	St. Louis	888	\$688	\$588	\$488	\$380	\$380	\$218
Nutter McClennen	Boston	838	\$715	\$575	\$488	\$388	\$370	\$225
Gibbons	Newark, N.J.	288	\$688	\$388	\$488	\$380	\$388	\$225
Cozen O'Connor	Philadelphia	888	\$1,028	\$588	\$388	\$388	\$380	\$225
Knobbe Martens	Irvine, Calif.	288	\$775	\$388	\$488	\$380	\$388	\$225
Kilpatrick Townsend	Atlanta	852	\$775	\$588	\$488	\$380	\$380	\$212

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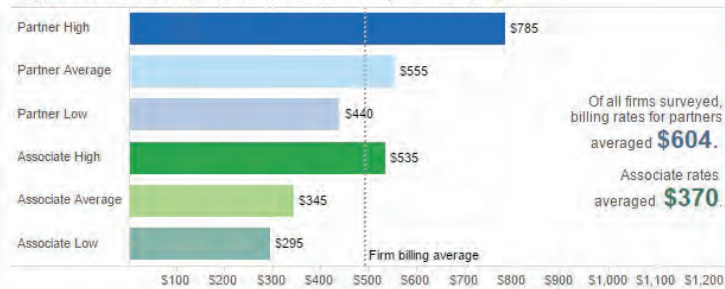
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NLJ'S BILLING SURVEY

- Select a Firm
- Katten Muchin
 - Kaye Scholer
 - Kelley Drye
 - Kilpatrick Townsend
 - King & Spalding
 - Kirkland & Ellis
 - Knobbe Martens
 - Kramer Levin
 - Lane Powell
 - Latham & Watkins
 - Lathrop & Gage
 - Leonard Street
 - Lewis Roca
 - Lindquist & Vennum
 - Littler Mendelson
 - Lowenstein Sandler

Knobbe, Martens, Olson & Bear

Largest U.S. Office: Irvine, Calif., 268 total full-time equivalent attorneys

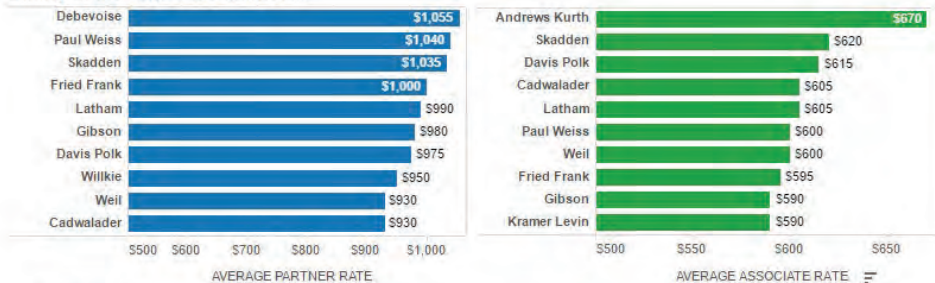


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	278	\$885	\$585	\$485	\$475	\$385	\$325
Cozen O'Connor	Philadelphia	588	\$1,055	\$585	\$385	\$585	\$345	\$325
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	552	\$775	\$555	\$440	\$475	\$385	\$315
Littler Mendelson	San Francisco	588	\$815	\$585	\$485	\$485	\$385	\$345
Edwards Wildman	Boston	572	\$815	\$585	\$475	\$445	\$385	\$345
Thompson & Knight	Dallas	288	\$785	\$585	\$485	\$485	\$385	\$345
Fox Rothschild	Philadelphia	688	\$755	\$585	\$485	\$485	\$385	\$345
McCarter & English	Newark, N.J.	288	\$815	\$585	\$485	\$485	\$385	\$325
McKenna Long	Atlanta	588	\$815	\$585	\$485	\$485	\$385	\$325
Saul Ewing	Philadelphia	228	\$815	\$585	\$485	\$485	\$385	\$325
Brownstein Hyatt	Denver	278	\$785	\$585	\$485	\$485	\$385	\$325
Lindquist & Vennum	Minneapolis	588	\$815	\$585	\$485	\$485	\$385	\$325
Nixon Peabody	Boston	572	\$815	\$585	\$485	\$485	\$385	\$315

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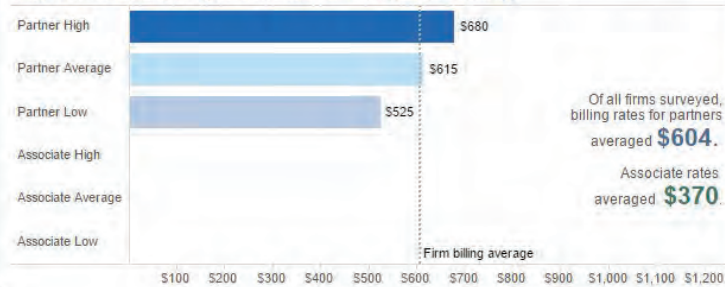
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NLJ'S BILLING SURVEY

- Select a Firm
- Adams and Reese
 - Akerman Senterfitt
 - Akin Gump
 - Allen Matkins
 - Alston & Bird
 - Andrews Kurth
 - Archer & Greiner
 - Arent Fox
 - Arnall Golden
 - Arnold & Porter
 - Arnstein & Lehr
 - Baker & Hostetler
 - Baker & McKenzie
 - Baker Donelson
 - Ballard Spahr
 - Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

Largest U.S. Office: Los Angeles, 187 total full-time equivalent attorneys

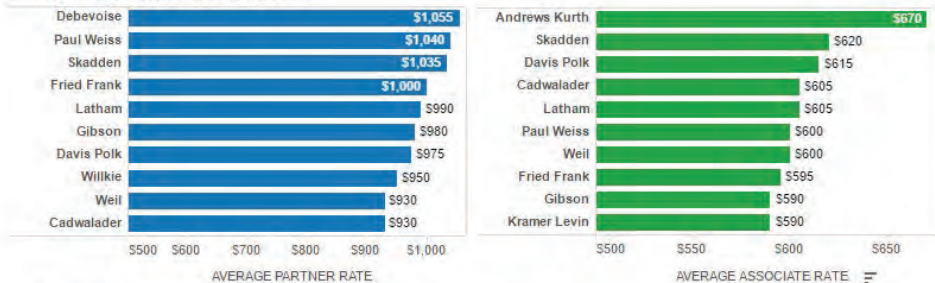


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	277	\$680	\$615	\$525	\$600	\$500	\$375
Kelley Drye	New York	256	\$600	\$525	\$450	\$550	\$450	\$300
Gardere Wynne	Dallas	228	\$675	\$550	\$450	\$550	\$450	\$300
Pepper Hamilton	Philadelphia	213	\$600	\$500	\$400	\$500	\$400	\$250
Orrick Herrington	San Francisco	197	\$680	\$525	\$450	\$550	\$450	\$300
Stevens & Lee	Reading, Pa.	187	\$600	\$500	\$400	\$500	\$400	\$250
Duane Morris	Philadelphia	186	\$600	\$500	\$400	\$500	\$400	\$250
Morgan Lewis	Philadelphia	178	\$600	\$500	\$400	\$500	\$400	\$250
Troutman Sanders	Atlanta	177	\$675	\$550	\$450	\$550	\$450	\$300
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	186	\$615	\$515	\$415	\$500	\$400	\$250
Lowenstein Sandler	Roseland, N.J.	154	\$750	\$615	\$515	\$600	\$500	\$350
Seyfarth Shaw	Chicago	153	\$680	\$515	\$415	\$500	\$400	\$250
Buchalter Nemer	Los Angeles	134	\$600	\$500	\$415	\$500	\$400	\$250

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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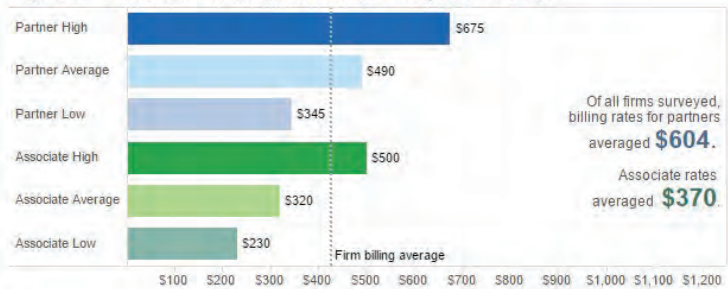
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NLJ'S BILLING SURVEY

- Select a Firm
- Pepper Hamilton
 - Perkins Coie
 - Pillsbury Winthrop
 - Polsinelli
 - Proskauer Rose
 - Quarles & Brady
 - Quinn Emanuel
 - Reed Smith
 - Richards Layton
 - Riker Danzig
 - Robinson & Cole
 - Rutan & Tucker
 - Saul Ewing
 - Sedgwick
 - Seaward & Kissel
 - Seyfarth Shaw

Rutan & Tucker

Largest U.S. Office: Costa Mesa, Calif., 139 total full-time equivalent attorneys

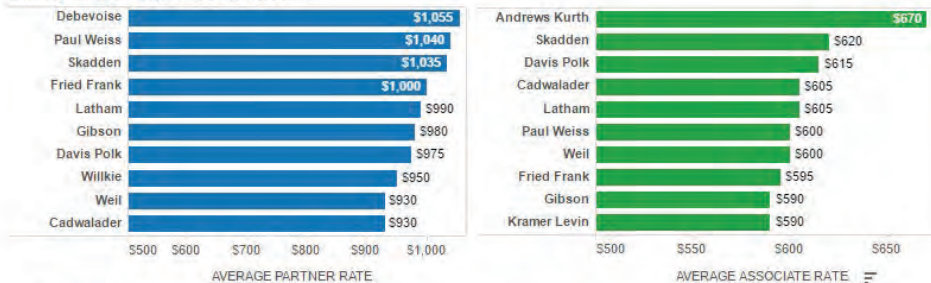


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Arnall Golden	Atlanta	508	\$520	\$380	\$280	\$450	\$320	\$230
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	500	\$515	\$380	\$280	\$450	\$320	\$230
Barnes & Thornburg	Indianapolis	467	\$500	\$380	\$280	\$450	\$320	\$230
Morris Manning	Atlanta	450	\$515	\$380	\$280	\$450	\$320	\$230
Ballard Spahr	Philadelphia	438	\$500	\$380	\$280	\$450	\$320	\$230
Stinson Morrison	Kansas City, Mo.	380	\$500	\$380	\$280	\$450	\$320	\$230
Stoel Rives	Portland, Ore.	374	\$500	\$380	\$280	\$450	\$320	\$230
Miles & Stockbridge	Baltimore	370	\$500	\$380	\$280	\$450	\$320	\$230
Quarles & Brady	Milwaukee	413	\$500	\$380	\$280	\$450	\$320	\$230
Arnstein & Lehr	Chicago	410	\$500	\$380	\$280	\$450	\$320	\$230
Waller Lansden	Nashville, Tenn.	350	\$500	\$380	\$280	\$450	\$320	\$230
Benesch Friedlander	Cleveland	350	\$500	\$380	\$280	\$450	\$320	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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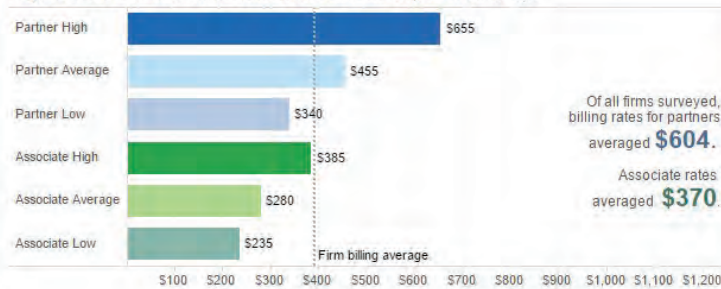
NLJ'S BILLING SURVEY

Select a Firm

- Alston & Bird
- Andrews Kurth
- Archer & Greiner
- Arent Fox
- Arnall Golden
- Arnold & Porter
- Arnstein & Lehr
- Baker & Hostetler
- Baker & McKenzie
- Baker Donelson
- Ballard Spahr
- Barnes & Thornburg
- Benesch Friedlander
- Best Best
- Bingham McCutchen
- Blank Rome

Best Best & Krieger

Largest U.S. Office: Riverside, Calif., 175 total full-time equivalent attorneys

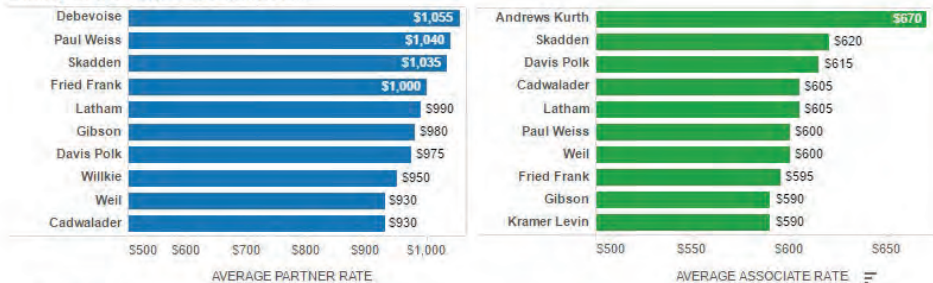


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	412	\$628	\$478	\$296	\$385	\$225	\$210
Arnstein & Lehr	Chicago	144	\$608	\$460	\$288	\$355	\$225	\$175
Waller Lansden	Nashville, Tenn.	105	\$488	\$400	\$298	\$300	\$245	\$188
Benesch Friedlander	Cleveland	125	\$600	\$450	\$288	\$300	\$245	\$175
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	100	\$600	\$450	\$280	\$300	\$245	\$175
Riker Danzig	Morristown, N.J.	128	\$480	\$400	\$290	\$300	\$245	\$188
Baker & Hostetler	Cleveland	110	\$600	\$450	\$280	\$300	\$245	\$175
Ice Miller	Indianapolis	133	\$608	\$460	\$290	\$300	\$245	\$175
Parker Poe	Charlotte, N.C.	170	\$600	\$450	\$280	\$300	\$245	\$175
Michael Best	Milwaukee	108	\$600	\$450	\$280	\$300	\$245	\$175
Butzel Long	Bloomfield Hills, Mich.	125	\$600	\$450	\$280	\$300	\$245	\$175
McElroy Deutsch	Morristown, N.J.	108	\$600	\$450	\$280	\$300	\$245	\$175
Thompson Coburn	St. Louis	100	\$600	\$450	\$280	\$300	\$245	\$175

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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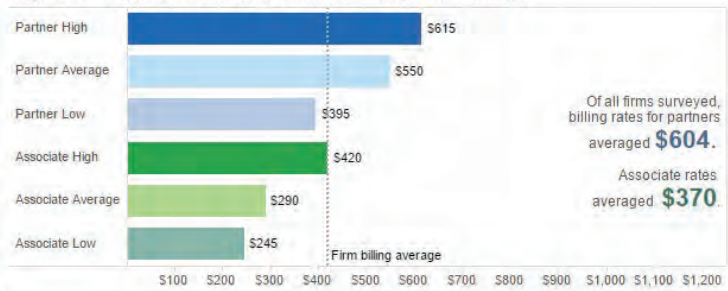
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NLJ'S BILLING SURVEY

- Select a Firm
- Latham & Watkins
 - Lathrop & Gage
 - Leonard Street
 - Lewis Roca
 - Lindquist & Vennum
 - Littler Mendelson
 - Lowenstein Sandler
 - Manatt Phelps
 - McCarter & English
 - McDermott Will
 - McElroy Deutsch
 - McGuireWoods
 - McKenna Long
 - Michael Best
 - Miles & Stockbridge
 - Miller & Martin

Littler Mendelson

Largest U.S. Office: San Francisco, 909 total full-time equivalent attorneys

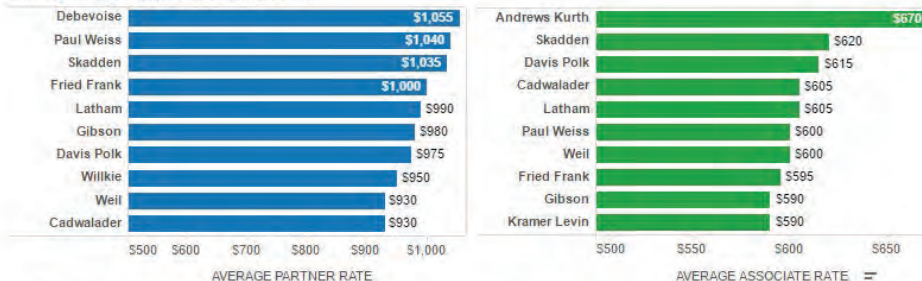


By the Numbers: The Firms Report Their Billing Rates

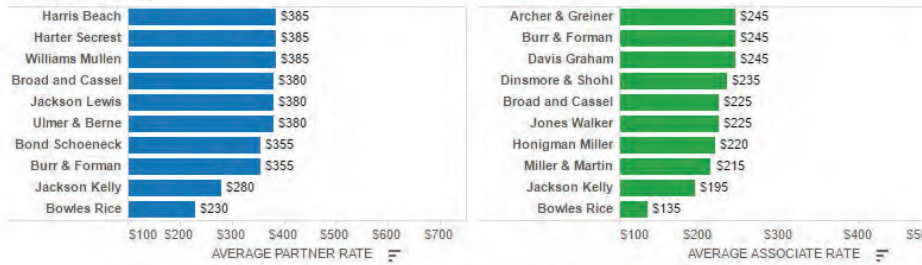
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	218	\$684	\$587	\$448	\$475	\$387	\$328
Cozen O'Connor	Philadelphia	569	\$1,054	\$590	\$398	\$584	\$345	\$298
Knobbe Martens	Irvine, Calif.	288	\$780	\$590	\$448	\$513	\$345	\$298
Kilpatrick Townsend	Atlanta	502	\$770	\$550	\$448	\$473	\$380	\$315
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	570	\$785	\$500	\$318	\$415	\$328	\$245
Thompson & Knight	Dallas	288	\$780	\$580	\$420	\$618	\$328	\$245
Fox Rothschild	Philadelphia	688	\$758	\$580	\$380	\$584	\$318	\$245
McCarter & English	Newark, N.J.	378	\$625	\$580	\$448	\$370	\$328	\$298
McKenna Long	Atlanta	588	\$624	\$580	\$448	\$420	\$328	\$298
Saul Ewing	Philadelphia	228	\$858	\$580	\$380	\$473	\$345	\$298
Brownstein Hyatt	Denver	218	\$788	\$520	\$318	\$513	\$380	\$318
Lindquist & Vennum	Minneapolis	188	\$688	\$580	\$448	\$473	\$380	\$328
Nixon Peabody	Boston	802	\$684	\$520	\$380	\$584	\$380	\$318

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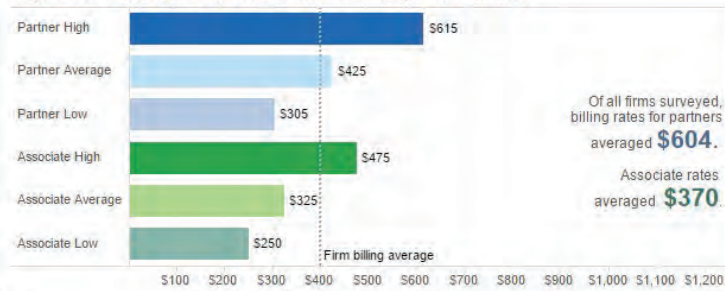
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NLJ'S BILLING SURVEY

- Select a Firm
- Pepper Hamilton
 - Perkins Coie
 - Pillsbury Winthrop
 - Polsinelli
 - Proskauer Rose
 - Quarles & Brady
 - Quinn Emanuel
 - Reed Smith
 - Richards Layton
 - Riker Danzig
 - Robinson & Cole
 - Rutan & Tucker
 - Saul Ewing
 - Sedgwick
 - Seward & Kissel
 - Seyfarth Shaw

Sedgwick

Largest U.S. Office: San Francisco, 347 total full-time equivalent attorneys

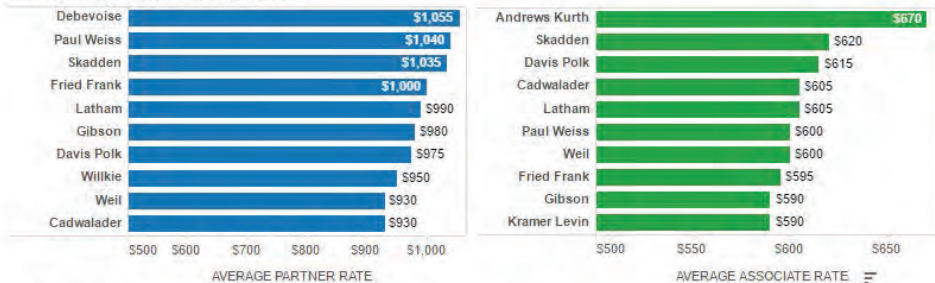


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Mart	Denver	200	\$750	\$450	\$300	\$500	\$350	\$250
Bradley Arant	Birmingham, Ala.	200	\$450	\$300	\$200	\$350	\$250	\$150
Husch Blackwell	St. Louis	200	\$450	\$300	\$200	\$350	\$250	\$150
Lane Powell	Seattle	177	\$450	\$300	\$200	\$350	\$250	\$150
Shutts & Bowen	Miami	200	\$450	\$300	\$200	\$350	\$250	\$150
Connell Foley	Roseland, N.J.	200	\$450	\$300	\$200	\$350	\$250	\$150
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	407	\$450	\$300	\$200	\$350	\$250	\$150
Lathrop & Gage	Kansas City, Mo.	200	\$450	\$300	\$200	\$350	\$250	\$150
Strasburger & Price	Dallas	200	\$450	\$300	\$200	\$350	\$250	\$150
Wyatt Tarrant	Louisville, Ky.	166	\$450	\$300	\$200	\$350	\$250	\$150
Taft Stettinius	Cincinnati	200	\$450	\$300	\$200	\$350	\$250	\$150
Polsinelli	Kansas City, Mo.	274	\$750	\$450	\$300	\$500	\$350	\$250
Robinson & Cole	Hartford, Conn.	200	\$450	\$300	\$200	\$350	\$250	\$150

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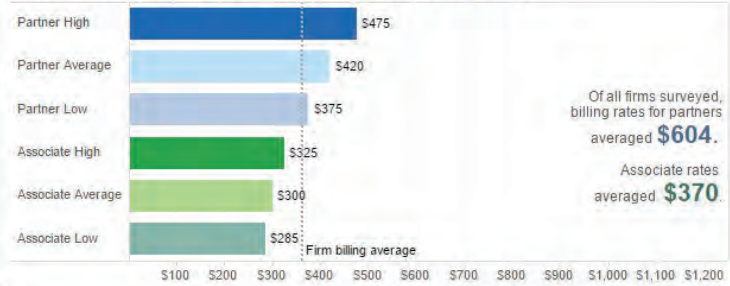
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NLJ'S BILLING SURVEY

- Select a Firm
- Baker & Botts
 - Dorsey & Whitney
 - Duane Morris
 - Edwards Wildman
 - Faegre Baker
 - Foley & Lardner
 - Foley Hoag
 - Fox Rothschild
 - Fried Frank
 - Gardere Wynne
 - Gibbons
 - Gibson Dunn
 - Gordon & Rees
 - Greenberg Traurig
 - Harris Beach
 - Harter Secrest
 - Healy

Gordon & Rees

Largest U.S. Office: San Francisco, 457 total full-time equivalent attorneys

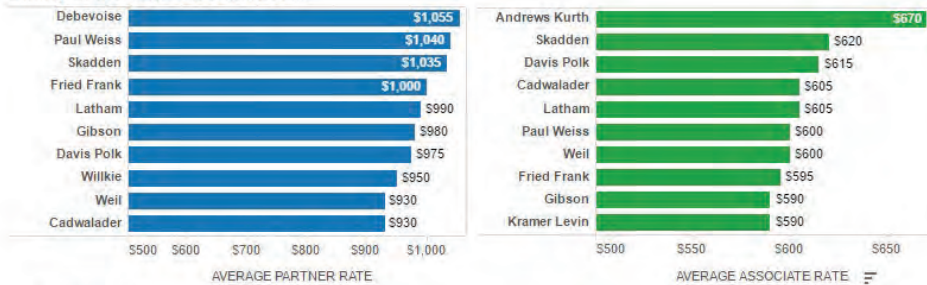


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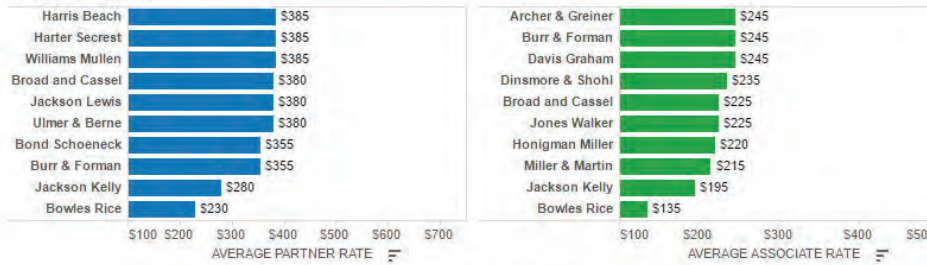
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Mart	Denver	288	\$750	\$600	\$500	\$350	\$300	\$275
Bradley Arant	Birmingham, Ala.	288	\$450	\$400	\$350	\$250	\$200	\$180
Husch Blackwell	St. Louis	278	\$600	\$500	\$400	\$250	\$200	\$180
Lane Powell	Seattle	277	\$475	\$420	\$360	\$250	\$200	\$180
Shutts & Bowen	Miami	259	\$540	\$420	\$350	\$245	\$200	\$180
Connell Foley	Roseland, N.J.	258	\$375	\$320	\$270	\$175	\$150	\$135
Sedgwick	San Francisco	247	\$375	\$320	\$270	\$175	\$150	\$135
Gordon & Rees	San Francisco	457	\$475	\$420	\$375	\$325	\$300	\$285
Lathrop & Gage	Kansas City, Mo.	238	\$375	\$320	\$270	\$175	\$150	\$135
Strasburger & Price	Dallas	238	\$375	\$320	\$270	\$175	\$150	\$135
Wyatt Tarrant	Louisville, Ky.	195	\$300	\$245	\$190	\$140	\$120	\$105
Taft Stettinius	Cincinnati	200	\$250	\$200	\$150	\$100	\$80	\$70
Polisnelli	Kansas City, Mo.	218	\$250	\$200	\$150	\$100	\$80	\$70
Robinson & Cole	Hartford, Conn.	208	\$250	\$200	\$150	\$100	\$80	\$70

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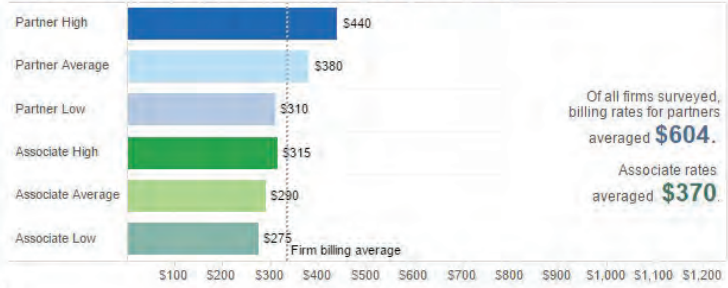
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NLJ'S BILLING SURVEY

- Select a Firm
- Harris Beach
 - Harter Secrest
 - Haynes and Boone
 - Hogan Lovells
 - Holland & Hart
 - Holland & Knight
 - Honigman Miller
 - Hughes Hubbard
 - Husch Blackwell
 - Ice Miller
 - Irell & Manella
 - Jackson Kelly
 - Jackson Lewis
 - Jackson Walker
 - Jeffer Mangels
 - Jenner & Block

Jackson Lewis

Largest U.S. Office: Los Angeles, 690 total full-time equivalent attorneys

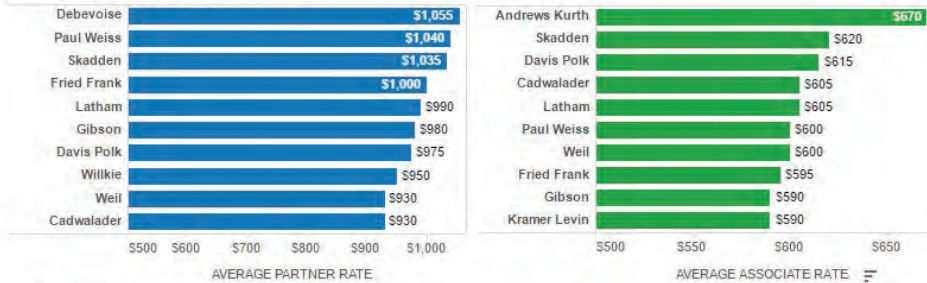


By the Numbers: The Firms Report Their Billing Rates

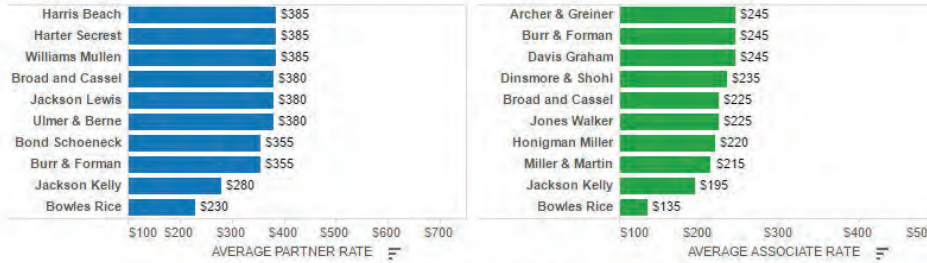
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	277	\$388	\$348	\$278	\$325	\$275	\$235
Varnum	Grand Rapids, Mich.	104	\$469	\$388	\$278	\$350	\$280	\$215
Harris Beach	Rochester, N.Y.	204	\$388	\$350	\$275	\$325	\$280	\$215
Harter Secrest	Rochester, N.Y.	102	\$469	\$388	\$278	\$350	\$280	\$215
Jones Walker	New Orleans	387	\$425	\$380	\$275	\$340	\$275	\$238
Miller & Martin	Chattanooga, Tenn.	100	\$525	\$380	\$245	\$275	\$215	\$188
Williams Mullen	Richmond, Va.	230	\$440	\$380	\$280	\$320	\$270	\$238
Broad and Cassel	Orlando, Fla.	188	\$469	\$380	\$275	\$325	\$275	\$238
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$415	\$380	\$275	\$315	\$275	\$218
Bond Schoeneck	Syracuse, N.Y.	184	\$325	\$300	\$238	\$280	\$225	\$188
Burr & Forman	Birmingham, Ala.	248	\$325	\$285	\$248	\$250	\$245	\$204
Jackson Kelly	Charleston, W.Va.	288	\$275	\$280	\$175	\$280	\$185	\$148
Bowles Rice	Charleston, W.Va.	102	\$275	\$275	\$180	\$280	\$175	\$115

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EXHIBIT 4



2015 NLJ Billing Survey

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence, in association with The National Law Journal, collected 2015 hourly billing rates for partners, associates, of counsel and paralegals. The data sources include the published rates from the 20 largest federal bankruptcy jurisdictions and a survey of the nation's 350 largest firms conducted during October and November of 2015. Individual firm rates are not identified.

Hourly Billing Rates for 2015

	Partner			Associate			Of Counsel			Paralegal		
	High	Low	Median	High	Low	Median	High	Low	Median	High	Low	Median
Overall Hourly Rates	\$1,295	\$90	\$395	\$950	\$50	\$350	\$1,120	\$125	\$350	\$325	\$25	\$125

Rates by Firm Size

1 - 25 lawyers	\$1,080	\$90	\$350	\$950	\$90	\$300	\$645	\$125	\$350	\$325	\$25	\$115
26 - 150 lawyers	\$1,050	\$190	\$460	\$900	\$100	\$300	\$620	\$225	\$393	\$305	\$75	\$173
151 or more lawyers	\$1,295	\$100	\$595	\$975	\$125	\$325	\$1,120	\$270	\$610	\$325	\$35	\$220

Rates by State

AL	\$725	\$200	\$375	\$375	\$175	\$300	\$495	\$290	\$393	n/a	n/a	n/a
AZ	\$750	\$125	\$375	\$750	\$175	\$250	\$750	\$250	\$300	\$250	\$75	\$125
CA	\$1,080	\$200	\$495	\$950	\$300	\$350	\$595	\$175	\$450	\$325	\$25	\$150
CO	\$893	\$350	\$443	\$642	\$150	\$325	\$400	\$325	\$363	\$285	\$75	\$158
CT	\$1,200	\$295	\$350	\$625	\$175	\$350	\$550	\$325	\$438	\$290	\$75	\$100
DC	\$1,095	\$975	\$1,035	\$855	\$350	\$375	\$775	\$275	\$750	n/a	n/a	n/a
DE	\$1,050	\$295	\$650	\$850	\$260	\$388	\$525	\$260	\$275	\$305	\$125	\$235
FL	\$625	\$175	\$375	\$525	\$100	\$300	n/a	n/a	n/a	\$255	\$65	\$123
GA	\$500	\$250	\$358	\$450	\$110	\$275	\$250	\$240	\$245	\$160	\$50	\$120
IL	\$985	\$200	\$420	\$710	\$150	\$300	\$1,120	\$395	\$430	\$215	\$75	\$120
IN	\$400	\$250	\$305	\$400	\$200	\$275	\$300	\$225	\$295	\$220	\$90	\$100
KY	\$340	\$200	\$290	\$350	\$200	\$275	n/a	n/a	n/a	\$150	\$75	\$105
LA	\$575	\$150	\$333	\$500	\$100	\$250	\$425	\$200	\$350	\$285	\$45	\$83
MA	\$650	\$300	\$475	\$500	\$260	\$350	n/a	n/a	n/a	n/a	n/a	n/a
MD	\$560	\$250	\$363	\$580	\$150	\$325	\$350	\$250	\$275	\$280	\$75	\$125
MI	\$375	\$190	\$265	\$400	\$125	\$275	n/a	n/a	n/a	\$125	\$75	\$103
NC	\$675	\$250	\$425	\$435	\$150	\$275	n/a	n/a	n/a	\$180	\$75	\$110
NJ	\$880	\$250	\$400	\$400	\$150	\$298	\$565	\$225	\$325	\$195	\$65	\$120
NM	n/a	n/a	n/a	\$350	\$175	\$200	n/a	n/a	n/a	n/a	n/a	n/a
NV	\$450	\$295	\$375	\$500	\$200	\$325	n/a	n/a	n/a	\$240	\$75	\$152
NY	\$1,295	\$100	\$420	\$975	\$90	\$350	\$930	\$250	\$573	\$325	\$60	\$130
OH	\$545	\$250	\$313	\$330	\$155	\$250	n/a	n/a	n/a	\$135	\$85	\$100
OR	\$485	\$315	\$370	\$325	\$230	\$300	\$450	\$310	\$380	\$220	\$145	\$185
PA	\$875	\$200	\$350	\$565	\$86	\$257	\$440	\$300	\$325	\$325	\$75	\$105
PR*	\$300	\$100	\$200	\$350	\$100	\$200	\$250	\$125	\$188	\$150	\$45	\$75
TN	\$735	\$225	\$300	\$350	\$150	\$250	\$300	\$270	\$300	\$150	\$50	\$90
TX	\$925	\$90	\$395	\$650	\$150	\$298	\$740	\$225	\$320	\$290	\$35	\$100
VA	\$545	\$220	\$335	\$495	\$175	\$295	\$400	\$300	\$350	\$325	\$75	\$95
WA	\$965	\$275	\$460	\$375	\$150	\$350	n/a	n/a	n/a	\$215	\$125	\$143
WI	\$595	\$560	\$578	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

n/a: data not available

*Puerto Rico is a U.S. Territory

Hourly Billing Rates for 2015

Partner				
	High	Low	Median	High
Overall Hourly Rates	\$1,295	\$90	\$395	\$950

Rates by Firm Size

1 - 25 lawyers	\$1,080	\$90	\$350	\$950
26 - 150 lawyers	\$1,050	\$190	\$460	\$900
151 or more lawyers	\$1,295	\$100	\$595	\$975

Rates by State

AL	\$725	\$200	\$375	\$375
AZ	\$750	\$125	\$375	\$750
CA	\$1,080	\$200	\$495	\$950
CO	\$893	\$350	\$443	\$642
CT	\$1,200	\$295	\$350	\$625
DC	\$1,095	\$975	\$1,035	\$655
DE	\$1,050	\$295	\$650	\$850
FL	\$625	\$175	\$375	\$525
GA	\$500	\$250	\$358	\$450
IL	\$985	\$200	\$420	\$710
IN	\$400	\$250	\$305	\$400
KY	\$340	\$200	\$290	\$350
LA	\$575	\$150	\$333	\$500
MA	\$650	\$300	\$475	\$500
MD	\$560	\$250	\$363	\$580
MI	\$375	\$190	\$265	\$400
NC	\$675	\$250	\$425	\$435
NJ	\$880	\$250	\$400	\$400
NM	n/a	n/a	n/a	\$350
NV	\$450	\$295	\$375	\$500
NY	\$1,295	\$100	\$420	\$975
OH	\$545	\$250	\$313	\$330
OR	\$485	\$315	\$370	\$325
PA	\$875	\$200	\$350	\$565
PR*	\$300	\$100	\$200	\$350
TN	\$735	\$225	\$300	\$350
TX	\$925	\$90	\$395	\$650
VA	\$545	\$220	\$335	\$495
WA	\$965	\$275	\$460	\$375
WI	\$595	\$560	\$578	n/a

n/a: data not available

*Puerto Rico is a U.S. Territory

Associate			Of Counsel		
Low	Median	High	Low	Median	High
\$50	\$350	\$1,120	\$125	\$350	\$325

\$90	\$300	\$645	\$125	\$350	\$325
\$100	\$300	\$620	\$225	\$393	\$305
\$125	\$325	\$1,120	\$270	\$610	\$325

\$175	\$300	\$495	\$290	\$393	n/a
\$175	\$250	\$750	\$250	\$300	\$250
\$300	\$350	\$595	\$175	\$450	\$325
\$150	\$325	\$400	\$325	\$363	\$285
\$175	\$350	\$550	\$325	\$438	\$290
\$350	\$375	\$775	\$275	\$750	n/a
\$260	\$388	\$525	\$260	\$275	\$305
\$100	\$300	n/a	n/a	n/a	\$255
\$110	\$275	\$250	\$240	\$245	\$160
\$150	\$300	\$1,120	\$395	\$430	\$215
\$200	\$275	\$300	\$225	\$295	\$220
\$200	\$275	n/a	n/a	n/a	\$150
\$100	\$250	\$425	\$200	\$350	\$285
\$260	\$350	n/a	n/a	n/a	n/a
\$150	\$325	\$350	\$250	\$275	\$280
\$125	\$275	n/a	n/a	n/a	\$125
\$150	\$275	n/a	n/a	n/a	\$180
\$150	\$298	\$565	\$225	\$325	\$195
\$175	\$200	n/a	n/a	n/a	n/a
\$200	\$325	n/a	n/a	n/a	\$240
\$90	\$350	\$930	\$250	\$573	\$325
\$155	\$250	n/a	n/a	n/a	\$135
\$230	\$300	\$450	\$310	\$380	\$220
\$86	\$257	\$440	\$300	\$325	\$325
\$100	\$200	\$250	\$125	\$188	\$150
\$150	\$250	\$300	\$270	\$300	\$150
\$150	\$298	\$740	\$225	\$320	\$290
\$175	\$295	\$400	\$300	\$350	\$325
\$150	\$350	n/a	n/a	n/a	\$215
n/a	n/a	n/a	n/a	n/a	n/a

Paralegal

Low	Median
\$25	\$125

\$25	\$115
\$75	\$173
\$35	\$220

n/a	n/a
\$75	\$125
\$25	\$150
\$75	\$158
\$75	\$100
n/a	n/a
\$125	\$235
\$65	\$123
\$50	\$120
\$75	\$120
\$90	\$100
\$75	\$105
\$45	\$83
n/a	n/a
\$75	\$125
\$75	\$103
\$75	\$110
\$65	\$120
n/a	n/a
\$75	\$152
\$60	\$130
\$85	\$100
\$145	\$185
\$75	\$105
\$45	\$75
\$50	\$90
\$35	\$100
\$75	\$95
\$125	\$143
n/a	n/a