

JUL 15 2019

Sherri R. Caruso, LA Superior Court Clerk  
By [Signature] Deputy

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

15 LBM PROPERTIES, LLC ("LBM"), a California  
16 Limited Liability Company, POSAMAR, LLC  
17 ("Posamar"), a California Limited Liability  
18 Company, AMILA, LLC ("Amila"), a California  
19 Limited Liability Company, and GEORGE  
20 KEFALAS, an individual, on behalf of themselves  
21 and all others similarly situated,

Plaintiffs,

v.

22 DIRECTV, LLC, a California Limited Liability  
23 Company, and DOES 1 through 100,

Defendants.

No. BC540043

**AMENDED [REDACTED] ORDER  
GRANTING PRELIMINARY  
APPROVAL TO SETTLEMENT**

Case Assigned for All Purposes to the  
Hon. Kenneth R. Freeman

Case Filed: March 20, 2014  
Trial Date: September 20, 2019

**By Fax  
RECEIVED**  
LOS ANGELES SUPERIOR COURT

JUL 11 2019

S. DREW

1 WHEREAS, Plaintiffs LBM PROPERTIES, LLC ("LBM"), a California Limited Liability  
2 Company, POSAMAR, LLC ("Posamar"), a California Limited Liability Company, AMILA, LLC  
3 ("Amila"), a California Limited Liability Company, and GEORGE KEFALAS, an individual, on  
4 behalf of themselves and all others similarly situated, and Defendant DIRECTV, LLC  
5 ("DIRECTV") have reached a proposed settlement and compromise of the claims in the above-  
6 captioned matter, which is embodied in the Amended Stipulation of Settlement (the "Amended  
7 Stipulation") that was filed with the Court on May 7, 2019;

8 WHEREAS, the parties have applied to the Court for preliminary approval of the proposed  
9 Settlement; and

10 WHEREAS, the capitalized terms herein shall have the same meaning as in the Amended  
11 Stipulation;

12 WHEREAS, the Court on June 18, 2019 conditionally granted preliminary approval of the  
13 proposed Settlement, subject to Plaintiffs' providing a declaration disclosing the terms on which  
14 any attorneys' fee the Court may award shall be divided between Bramson, Plutzik, Mahler &  
15 Birkhaeuser, LLP and Izard, Kindall & Raabe, LLP, who jointly serve as Class Counsel, and  
16 demonstrating that plaintiffs have consented to these terms; and

17 WHEREAS, Plaintiffs have duly provided such a declaration to the Court;

18 NOW, THEREFORE, the Court, having read and considered the Amended Stipulation and  
19 accompanying documents, as well as the Motion for Preliminary Approval of Settlement and the  
20 supporting and additional papers, and the parties to the Amended Stipulation having consented to  
21 the entry of this order, and good cause appearing,

22 IT IS HEREBY ORDERED AS FOLLOWS:

23 1. Subject to further consideration by the Court at the time of the Final Approval  
24 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the  
25 Class, as falling within the range of possible final approval, and as meriting submission to the Class  
26 for its consideration.

1           2.     By Order issued January 25, 2018 (the "Class Certification Order"), the Court  
2 previously certified the following Plaintiff Class:

3                 All persons or entities ("Landlords") that own and rent or lease residential  
4                 MDUs in the State of California upon or in common or restricted areas of  
5                 which Defendant DIRECTV, LLC, or its agents have permanently installed  
6                 DIRECTV Equipment.

7           3.     The Court hereby preliminarily approves, as falling within the range of  
8 reasonableness and possible approval, the Settlement proposed by the parties.

9           4.     A Final Approval Hearing shall be held before this Court on October 22 at 10:00  
10 a.m. in Department SS14 of the Los Angeles County Superior Court, located at 111 North Hill  
11 Street, Los Angeles, CA 90012, to address: (a) whether the proposed Settlement should be finally  
12 approved as fair, reasonable and adequate; (b) whether the Final Approval Order and Judgment  
13 should be entered; (c) whether to approve the proposed incentive awards to the Plaintiffs; (d)  
14 whether the application for approval of the payment of attorneys' fees and expenses to Class  
15 Counsel by Defendant should be approved; and (e) any other matters that the Court deems  
16 appropriate.

17           5.     Kurtzman Carson Consultants, LLC ("KCC") is hereby appointed Notice  
18 Administrator in connection with the Settlement. DIRECTV shall pay all costs and expenses of  
19 notice and administration, including any fees charged or costs or expenses incurred, by the Notice  
20 Administrator. DIRECTV shall timely pay all invoices submitted by the Notice Administrator.

21           6.     The Court approves, as to form and content, the Summary Notice, substantially in  
22 the form attached as Exhibit B to the Amended Stipulation, which shall be published in the manner  
23 provided in Article VI of the Amended Stipulation beginning no later than 21 days after entry of  
24 this preliminary approval order.

25           7.     The Court hereby approves the long-form Notice attached as Exhibit A to the  
26 Amended Stipulation, which shall be disseminated by the Settlement Administrator in the manner  
27 provided in Article VI of the Amended Stipulation no later than 21 days after entry of this  
28 preliminary approval order.

1           8.     The Court finds that the Parties' plan for providing notice to the Class described in  
2 Article VI of the Amended Stipulation ("Notice Plan") constitutes the best notice practicable under  
3 the circumstances and shall constitute due and sufficient notice to the Class of the pendency of the  
4 Action, certification of the Class, the terms of the Amended Stipulation, the Final Approval Hearing  
5 and the class members' legal rights and options, and complies fully with the requirements of the  
6 California Rules of Court, the California Code of Civil Procedure, the Constitution of the State of  
7 California, the United States Constitution, and other applicable laws.

8           9.     The Court further finds that the notice plan described in Article VI of the Amended  
9 Stipulation will adequately inform members of the Class of their right to exclude themselves from  
10 the Class so as not to be bound by the terms of the Amended Stipulation.

11          10.    Based on the foregoing findings, the Court approves the Notice Plan and orders that  
12 it be carried out according to its terms, as reflected in the schedule attached as Exhibit A hereto and  
13 as set forth below

14          11.    Any member of the Class who desires to be excluded from the Class, and therefore  
15 not be bound by the terms of the Amended Stipulation, must send a timely and valid written and  
16 signed request for exclusion ("opt-out"), postmarked on, or before, September 30, 2019, to the  
17 Settlement Administrator, pursuant to the instructions set forth in the Notice.

18          12.    Any person falling within the definition of the Class who timely elects to be  
19 excluded shall not be bound by the release of any claims pursuant to the Amended Stipulation, and  
20 shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The names  
21 of all persons timely submitting valid opt-outs shall be provided to the Court at least fourteen days  
22 prior to the final approval hearing.

23          13.    The Plaintiffs shall file with the Court their motion in support of final settlement  
24 approval, their application for incentive awards, their attorney's fee and expense application, and  
25 supporting papers, no later than September 13, 2019.

26          14.    Any Class Member who does not submit a valid and timely Request for Exclusion  
27 may object to the Amended Stipulation, the entry of the proposed Final Approval Order, the  
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07/17/2019

1 Plaintiffs' application for incentive awards, and/or Class Counsel's application(s) for attorney's fees  
2 and expenses. Any such Class Member shall have the right to appear and be heard at the Final  
3 Approval Hearing, either personally or through an attorney retained at the Class Member's own  
4 expense, and/or submit a valid written statement of the specific objections, and documentary  
5 evidence identifying the objector as a Class Member, postmarked on or before September 30, 2019,  
6 to the Settlement Administrator, pursuant to the instructions set forth in the Notice. The Plaintiffs  
7 shall submit copies of all written objections to the Court and file their response to any written  
8 objections at least fourteen days prior to the final approval hearing.

9 15. Any Class Member who does not make an objection in the time and manner  
10 provided shall be deemed to have waived such objection and shall be forever foreclosed from  
11 asserting any objection to the fairness or adequacy of the proposed Settlement as incorporated in the  
12 Amended Stipulation, the Final Approval Order and Judgment, Plaintiffs' incentive awards, and  
13 Class Counsel's application for attorney's fees and expenses.


14 16. In the event that the proposed Settlement is not approved by the Court, or in the  
15 event that the Amended Stipulation becomes null and void pursuant to its terms, this Order and all  
16 orders entered in connection therewith shall become null and void, shall be of no further force and  
17 effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any  
18 other case or controversy; provided, however, that notwithstanding the other provisions of this  
19 Paragraph, the provisions of Paragraph 5 hereof shall remain in effect, and DIRECTV shall not be  
20 entitled to seek or obtain a refund or reimbursement of any kind of any funds paid or owed by it  
21 pursuant thereto. In such event the Amended Stipulation and all negotiations and proceedings  
22 directly related thereto shall be deemed to be without prejudice to the rights of any and all of the  
23 Parties, who shall be restored to their respective positions as of the date and time immediately  
24 preceding the execution of the Amended Stipulation.

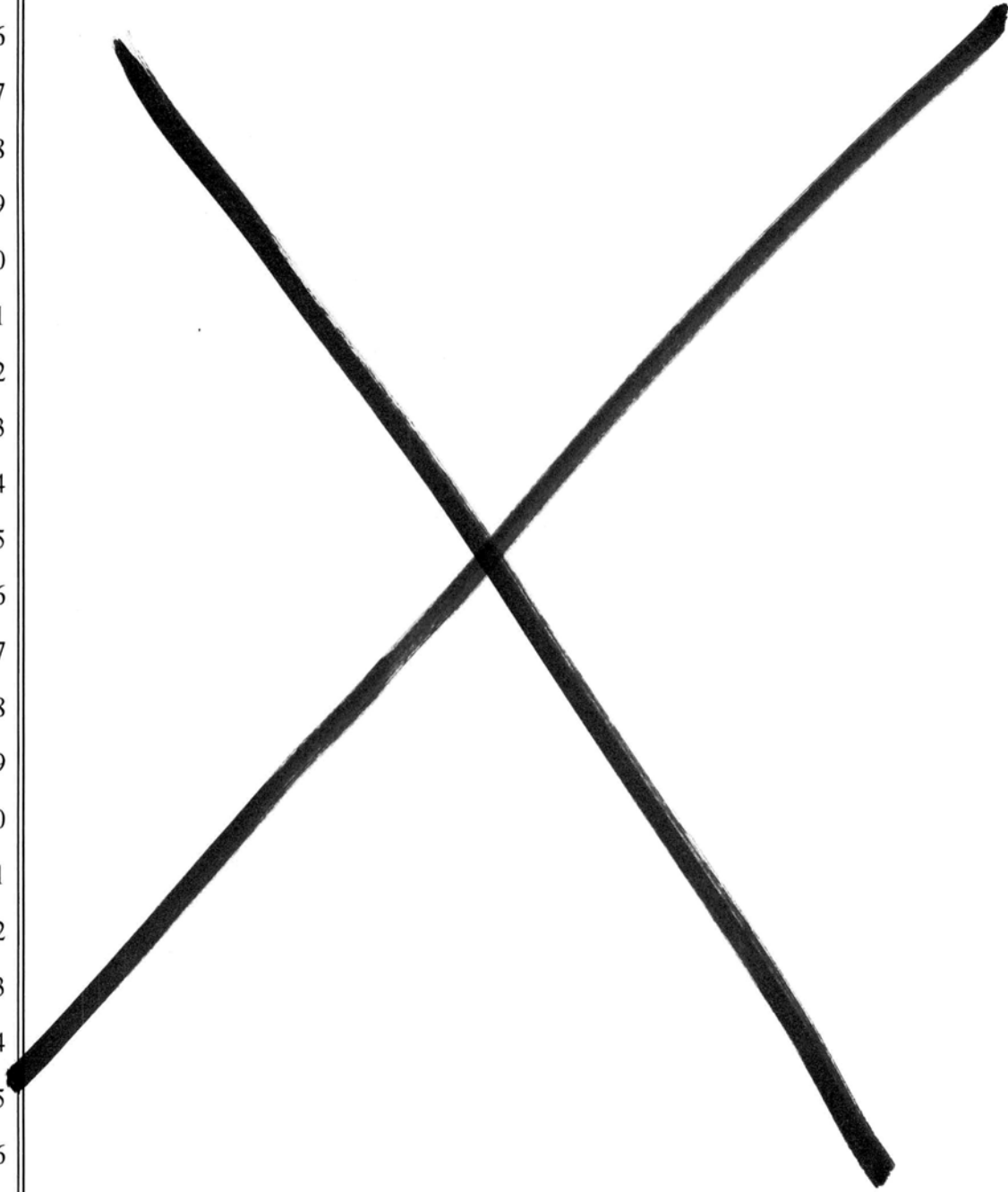
25 17. The Court may, for good cause, extend any of the deadlines set forth in this Order  
26 without further notice to the Class Members. The Final Approval Hearing may, from time to time  
27 and without further notice to the Class, be continued by order of the Court.

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IT IS SO ORDERED.

Dated: 'JUL 1 5 2019

  
Kenneth Freeman  
Judge of the Superior Court



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