

Superior Court of California, County of Los Angeles

Notice of Pendency and Settlement of Class Action

IF YOU OWN AN APARTMENT BUILDING OR OTHER MULTI-UNIT RESIDENTIAL RENTAL PROPERTY WHERE DIRECTV OR ITS AGENTS HAVE INSTALLED EQUIPMENT IN COMMON OR RESTRICTED AREAS, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Summary: A proposed class action settlement (the “Settlement”) has been reached in a court action called *LBM Properties, LLC, et al. v. DIRECTV, LLC, et al.*, Los Angeles County Superior Court, No. BC-540043 (the “Action”).

The Action has been certified as a class action on behalf of all owners of multiple dwelling unit residential rental properties (“MDUs”) in California where Defendant DIRECTV, LLC (“DIRECTV” or “Defendant”) has installed satellite dishes or other equipment in common or restricted areas (such as roofs or external walls). The settlement changes DIRECTV’s policy. Currently, DIRECTV installs its equipment in common or restricted areas based only on the tenant’s claim that the landlord had given permission or that no permission is needed. Under the Settlement, DIRECTV will secure permission directly from the landlord before installing its equipment in common or restricted areas.

The settlement is for an injunction only. The court earlier ruled that claims for monetary damages could not proceed in this case on behalf of the class. Class members will keep their rights to bring claims against DIRECTV for damages.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Remain in the class and accept the settlement.</p> <p>DIRECTV’s policy and practice has been to accept a tenant’s word that an MDU building owner has given permission for a dish to be installed on or in common or restricted areas of the property or that no permission is necessary, rather than always securing permission directly from the landlord.</p> <p>The settlement changes that policy by requiring that permission be obtained directly from the landlord or the landlord’s agent.</p> <p>If you want to remain part of the lawsuit, you do not have to do anything. You will not be able to bring, or continue, a separate lawsuit against DIRECTV for an injunction based on the same legal claims that are the subject of this lawsuit. You will, however, retain the right to sue DIRECTV for damages caused by the installation of its equipment on your property.</p>
ASK TO BE EXCLUDED BY SEPTEMBER 30, 2019	<p>Get out of this lawsuit. Not be part of any judgment or settlement. Keep your right to sue separately for an injunction.</p> <p>If you ask to be excluded from the class, you will not be part of the class and will not be bound by the Settlement or any judgment in the Action.</p> <p>A request to opt out of the lawsuit must be mailed to the Settlement Administrator and postmarked on or before September 30, 2019. The address of the Settlement Administrator is listed below.</p>
OBJECT	<p>If you do not exclude yourself from the Class, you may object to the Settlement, to the Plaintiffs’ application for incentive awards, and/or to Class Counsel’s request for an award of attorney’s fees and expenses. Any written objection must be mailed to the Settlement Administrator and postmarked on or before September 30, 2019. The address of the Settlement Administrator is listed below. You can also object in person at the Fairness Hearing on October 22, 2019, whether you have submitted a written objection or not.</p>

Your options are explained in this notice and at www.DirecTVMDUSettlement.com.

BASIC INFORMATION

1. Why is this notice directed at me?

If you are an MDU owner, you have legal rights and options that you may exercise regarding the settlement.

2. What is a class action and who is involved?

In a lawsuit, the person or company who sues is called the Plaintiff. In a class action, the Plaintiff sues on behalf of other people (called the “Class”) who have similar claims. In this case, there are several Plaintiffs: LBM Properties, LLC; Posamar, LLC; Amila, LLC; and George Kefalas. The company sued in this case, DIRECTV, is called the Defendant. The issues are resolved for all class members who have not excluded themselves from the Class.

3. Why is this lawsuit a class action?

On January 25, 2018, the Court decided that this lawsuit can be a class action because it meets the requirements of California Code of Civil Procedure § 382, which governs class actions in California state courts.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

This lawsuit asserts that DIRECTV has a policy and practice of installing satellite dishes and other equipment on or in common or restricted areas of residential rental MDUs without requesting authorization from the owner or manager of the property. The lawsuit alleges that instead of requesting such permission, DIRECTV accepts tenants’ representations that their landlord has given permission, or that no permission is necessary, as sufficient authorization to make such an installation. The lawsuit claims that this policy and practice is an unfair business practice under the Unfair Competition Law, California Business and Professions Code section 17200 *et seq.* (the “UCL”). In the lawsuit, Plaintiffs seek an injunction to stop DIRECTV from continuing this policy. You can read the Plaintiffs’ First Amended Complaint at www.DirectVMDUSettlement.com.

DIRECTV denies all wrongdoing and denies the Plaintiffs’ allegations. It contends that all of its actions have been legal and proper. You can read DIRECTV’s Answer at www.DirectVMDUSettlement.com.

5. Has the Court decided who is right?

The Court has not decided who is correct – Plaintiffs or Defendant. By issuing this notice, the Court is not suggesting that the Class would have won or lost this case or that Defendant committed any wrongdoing. This Notice is to inform you about the pendency of the case, the certification of the class and the settlement, and to inform you of your rights and options.

WHO IS IN THE CLASS?

6. Are you part of this Class?

The definition of the class, as certified by the Court, is:

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

WHY IS THERE A SETTLEMENT?

7. Why are the parties settling?

Plaintiffs and the attorneys for the class (“Class Counsel”) believe that the settlement described below is in the best interests of the Class Members. Class Counsel have evaluated information made available in the course of the Action and the risks and uncertainties of proceeding with this litigation. Based upon their consideration of all factors, and on the time, risk and expense of trial, the plaintiffs and Class Counsel believe it is in the best interests of the Class Members to settle the Action on the terms described below.

DIRECTV denies that it has done anything wrong. However, DIRECTV has agreed to settle the Action for the purpose of avoiding the uncertainties and expense of proceeding to trial. No court has finally determined which side is right.

8. What are the terms of the settlement?

The settlement provides for the following relief:

- a. DIRECTV shall obtain consent directly from an owner or authorized agent of the owner before installing equipment in common or restricted areas of multi-unit residential rental real property in California.
- b. DIRECTV expects that ordinarily it will obtain landlord/property manager consent to installation in writing. Where only oral consent has been obtained, DIRECTV shall record it in a document signed by the DIRECTV employee or agent who received the consent, certifying that the signing person spoke directly to the landlord/property manager who approved the installation and identifying the person from whom oral consent was obtained.
- c. DIRECTV shall retain all written consent forms and forms recording oral consent (collectively, "Consent Forms") for at least three years, and shall make them available upon request within a reasonable time to any person who represents that he or she is an owner or manager, or is acting on behalf of an owner or manager, of the property in question.
- d. DIRECTV shall maintain a telephone line and/or email address where such Consent Forms can be requested, staffed by an employee trained and informed regarding the provision of Consent Forms. This telephone number or email address will be displayed on DIRECTV's Consent Forms and on its website.
- e. DIRECTV shall have five months to implement the new form/landlord approval process, beginning at the date that the settlement agreement has been (a) approved by the Court, and (b) either the appeal period has run with no appeal having been filed, or all appeals have been resolved and settlement approval has been affirmed.
- f. Class members who do not opt out of the class will release any and all UCL claims that were asserted in the lawsuit or that could have been asserted based on the conduct alleged in the complaint. Claims for damages, which are not available under the UCL, will not be released in the Settlement.
- g. Plaintiffs will request the Court to award their counsel fees and expenses in an amount not exceeding \$2,900,000.00, and incentive awards to each Plaintiff in the amount of \$5,000.00; and DIRECTV agrees not to oppose an application for awards in such amounts.

The benefits conferred by the Settlement are explained in greater detail in the Settlement Agreement, which is available at www.DirecTVMDUSettlement.com. All capitalized terms contained in this notice have the same meaning as contained in the Settlement Agreement.

9. Is there any money available to the Class?

No. The Court ruled that claims for monetary damages could not proceed in this case on behalf of the class.

THE FAIRNESS HEARING

10. When Will The Court Decide Whether To Approve The Settlement?

The Court will determine whether to approve the Settlement at a fairness hearing to be held on October 22, 2019, at 10:00 a.m., at the Los Angeles County Superior Court, Department 14, 312 N. Spring Street, Los Angeles, CA 90012 (the "Fairness Hearing").

11. What Else Will Be Decided At The Fairness Hearing?

At the Fairness Hearing, the Court will also decide whether to approve the Class Representatives' incentive awards of not more than \$5,000.00 each, and Plaintiffs' request for an award of attorney's fees and expenses in the amount of not more than \$2,900,000.00, to be paid by DIRECTV (and not by any Class members).

YOUR RIGHTS AND OPTIONS

**YOU MUST DECIDE WHETHER TO STAY IN THE CLASS OR ASK TO
BE EXCLUDED, AND YOU HAVE TO DECIDE THIS NOW.**

12. What happens if I do nothing at all?

If you do nothing, you will stay in the Class and will be legally bound by the settlement. You will not be able to bring, or continue, a separate lawsuit against DIRECTV for an injunction based on the same legal claims that are the subject of this lawsuit.

However, you may still sue DIRECTV for your own money damages, if any.

13. Why would I ask to be excluded?

If you exclude yourself from the Class – sometimes called “opting out” – you will retain any right you have to sue or continue to sue Defendant for an injunction in a separate case. Regardless of whether you opt out, you may still sue for your own money damages, if any. And regardless of whether you opt out, DIRECTV will still be changing its policy in California if the Settlement is approved by the Court. That change may apply to you and your property in the future.

14. How do I ask the Court to be excluded from the Class?

If you wish to be excluded, you must send a letter, postmarked by September 30, 2019, addressed to *LBM Properties, et al., DIRECTV*, P.O. Box 404041, Louisville KY, 40233-4041, stating that you want to be excluded from the Class. Be sure to include your name, contact information, and address of your rental property, and remember to sign and date the letter. **PLEASE DO NOT CONTACT THE COURT.**

15. How Can I Assert an Objection?

If you are a member of the Class and you do not exclude yourself from it as described in this Notice, you may object, in writing and/or orally, to final approval of the Settlement, to the Class Representatives’ applications for incentive awards, and/or to the application for attorney’s fees and expenses.

For a written objection to be considered by the Court, you must send a letter, postmarked by September 30, 2019, to *LBM Properties, et al., DIRECTV*, P.O. Box 404041, Louisville, KY 40233-4041, containing your statement of the specific objections, the grounds for your objections and documentary evidence identifying yourself as a Class Member. Please provide your contact information to allow the Plaintiffs to serve any response to objections, or to provide notice of scheduling changes. The Court will also hear any Class Member who appears at the Fairness Hearing and requests to have his or her objection heard by the Court, whether that Class Member has submitted a written objection or not.

THE LAWYERS REPRESENTING YOU

16. Do the Class Members have a lawyer in this case?

The Court has appointed class counsel to represent the Class in this case. These counsel are:

Alan Plutzik
Bramson, Plutzik, Mahler & Birkhaeuser, LLP
2125 Oak Grove Road, Suite 120
Walnut Creek, California 94598
(925) 945-0200
aplutzik@bramsonplutzik.com

Mark Kindall
Izard, Kindall & Raabe, LLP
29 South Main Street, Suite 305
West Hartford, CT 06107
mkindall@ikrlaw.com

17. Should I get my own lawyer?

If you choose to remain in the Class, you do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you can choose one to represent you separately. However, you will be responsible for paying that lawyer.

18. How will the lawyers for the Class be paid?

DIRECTV will pay Class Counsel their reasonable attorney’s fees and expenses, subject to the approval of the Court. This money will be paid separately and does not come out of money that would otherwise be paid to the Class. Class members will not be asked to pay anything.

GETTING MORE INFORMATION

19. Are more details available?

For more information, go to www.DirecTVMDUSettlement.com. You may also contact one of the lawyers listed above in paragraph 16. Please do not contact the Court or DIRECTV regarding this Notice or the lawsuit itself.

By Order of the Hon. Kenneth Freeman, Judge of the Superior Court of California, County of Los Angeles.