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Attorneys for Plaintiffs and the
Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiffs,

v.

DIRECTV, LLC,

Defendant.

Case No. BC540043

AMENDED STIPULATION OF CLASS
SETTLEMENT

Complaint filed March 20, 2014

1 **AMENDED STIPULATION OF CLASS SETTLEMENT**

2 Plaintiffs LBM Properties, LLC, Posamar, LLC, Amila, LLC, and George Kefalas
3 (collectively, “Plaintiffs”) and DIRECTV, LLC (“Defendant” or “DIRECTV”), stipulate to the
4 terms and conditions herein, subject to the Court’s approval. Plaintiffs and DIRECTV are
5 collectively the “Parties.”

6 **I. BACKGROUND**

7 1. Plaintiffs filed the operative complaint in this case (the first amended complaint or
8 “FAC”) on October 14, 2014. The FAC alleges that Plaintiffs are the owners of apartment
9 buildings and other MDUs (as defined below) in Los Angeles County. Plaintiffs sued individually
10 and on behalf of a putative class of similarly situated owners of MDUs in the State of California
11 upon or in common or restricted areas of which DIRECTV or its alleged agents have permanently
12 installed satellite television dishes and other equipment. Plaintiffs allege in this Action that
13 DIRECTV has a uniform statewide policy under which it installs and maintains its equipment in
14 common or restricted areas - such as rooftops - of MDUs owned by Plaintiffs and other property
15 owners (“Landlords”) without seeking or obtaining consent directly from Landlords or their
16 agents. Instead, Plaintiffs contend, DIRECTV’s uniform policy and practice is to accept
17 representations by tenants that their Landlords have approved such attachments. Plaintiffs contend
18 that this policy and practice constitutes an “unfair business practice” in violation of California’s
19 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the “UCL”). Plaintiffs also
20 assert individual claims for negligence based on alleged DIRECTV installs on properties Plaintiffs
21 own.

22 2. DIRECTV denies Plaintiffs’ allegations, including specifically that it operates
23 under a uniform policy of installing equipment at MDUs without obtaining Landlord consent.
24 DIRECTV denies all liability and wrongdoing in this matter, and further denies that Plaintiffs are
25 entitled to any relief. Nothing in this Stipulation is intended to be, or is, an admission by
26 DIRECTV that there is anything improper, unfair, unlawful, or wrong in any way, let alone
27 uniformly so, as to its policies and practices for installing satellite equipment on MDUs.
28

1 3. On January 25, 2018, the Court entered an Order certifying a class (the “Class
2 Cert Order”) consisting of:

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

7 Class Cert Order at 4 & 24. The Court certified the class as an “injunction only” class. *Id.* Notice
8 of pendency of this Class Action has not yet been disseminated to the Class.

9 **II. DEFINITIONS**

10 4. As used in this Stipulation of Settlement, the following terms shall have the
11 following meanings:

12 a. “Stipulation” and “Stipulation of Settlement” mean this Stipulation Of
13 Class Settlement.

14 b. “Class Action” and “Action” and “this lawsuit” mean the civil action titled
15 *LBM Properties, LLC, et al. v. DIRECTV, LLC*, filed in the Superior Court of Los Angeles County,
16 Case No. BC540043.

17 c. “Class Counsel” means the law firms of Bramson, Plutzik, Mahler &
18 Birkhaeuser, LLP and Izard, Kindall & Raabe, LLP.

19 d. “Class Member” means a person falling within the definition of the Class
20 who does not timely request exclusion from the Class.

21 e. “Long Form Notice” means the Notice of Proposed Class Action Settlement
22 to be made available on the Settlement-related website established by the settlement administrator,
23 substantially in the form of Exhibit A to this Stipulation of Settlement.

24 f. “Summary Notice” means the form of notice for publication to be
25 disseminated pursuant to the terms of the Court’s Preliminary Approval Order, which shall be
26 substantially in the form of Exhibit B.

27 g. “Complaint” means the FAC.

28 h. “Common or Restricted Areas” means all areas of an MDU that are not
 within the exclusive use or control of a tenant, which generally includes but is not limited to the

MDU's exterior walls or rooftop.

i. "Consent Forms" means documents of the kind attached hereto as Exhibits C and D, as discussed below.

j. "Costs of Notice and Administration" means all costs and expenses paid or incurred by the Notice Administrator or other third party in sending out Notice and performing administrative functions related to notice.

k. "Effective Date" means (a) the date after entry of the trial court's Final Approval Order upon which the time to appeal or otherwise seek review of the trial court's Final Approval Order expires, if no such appeal is filed, or (b) if an appeal is filed from the Final Approval Order, the latest of (i) the date of final affirmance of an appeal of that Final Approval Order, (ii) the expiration of the time for filing a petition for review with the California Supreme Court with respect to the Final Approval Order and, if a writ of review is granted, the date of affirmance of the Final Approval Order following review pursuant to that grant or dismissal of the writ; (iii) the expiration of the time for filing a petition for a writ of certiorari to the United States Supreme Court and, if such a petition is granted, the date of affirmance of the Final Approval Order following review pursuant to that grant or dismissal of the writ; or (iv) the date of final dismissal of any appeal from the Final Approval or the final dismissal of any proceeding on a petition for a writ of review or a writ of certiorari with respect to the Final Approval Order.

l. "MDU" means a multi-dwelling unit residential rental property where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.

m. "Property Manager" means the person or business with apparent authority to make decisions on behalf of a Landlord regarding DIRECTV satellite installs at an MDU.

n. "Released Party" means (i) Defendant; (ii) Defendant's past, present, and future subsidiaries, divisions, parents, predecessors, affiliates or successors; and (iii) any past, present, or future officers, agents, employees or attorneys thereof, in their capacity as such.

o. "Releasing Parties" means Class Members and (i) if individuals, their respective representatives, successors, assigns, heirs, executors and administrators, in their

capacities as such; and (ii) if business entities, then their predecessors, successors, and assigns, in their capacity as such.

p. “Settlement” means the settlement embodied in this Stipulation.

q. “Class” means the class the Court certified in the Class Cert Order.

r. “Fairness Hearing” means the hearing, also known as the Final Approval Hearing, to be conducted by the Court, following notice to the Class and an opportunity for Settlement Class Members to exclude themselves from the Class, at which time Plaintiffs will request the Court to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed settlement and this Stipulation of Settlement and to enter an Order of Final Approval and a Final Judgment.

III. TERMS OF SETTLEMENT

5. Change in Policy. For any installations of its equipment on or in common or restricted areas of MDUs in California, DIRECTV shall obtain consent directly from an owner or Property Manager before installing facilities on or in such common or restricted areas. DIRECTV shall obtain consent in one of two ways: (i) in writing with the Landlord/Property Manager signature on a document containing the language in Exhibit C, or (ii) by the installation technician and/or a supervisor obtaining oral consent directly from the Landlord/Property Manager and recording that consent in a document containing the language in Exhibit D, which shall be 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.

6. Consent Form Retention and Availability. DIRECTV shall retain copies of all such Consent Forms for no fewer than three years from the date they were signed. DIRECTV shall provide a copy of a Consent Form regarding an installation on a specific property upon request within a reasonable time to any requesting person who represents that he or she is a Landlord or Property Manager, or is acting on behalf of a Landlord or Property Manager, of the property in question.

7. Landlord Ability to Contact DIRECTV. DIRECTV shall maintain either a

1 telephone line and/or an email address where such Consent Forms can be requested, with
2 DIRECTV having discretion at all times as between employing a telephone line or an email
3 address or both. That telephone line and/or email address shall be directed to an employee trained
4 and informed regarding the provision of Consent Forms. This contact information will be
5 displayed on DIRECTV's Consent Forms and on its website, where Consent Forms can be
6 requested. Upon receipt of such a request from a property owner or manager, the DIRECTV
7 employees or agents receiving it shall direct the responsible DIRECTV department or agent to
8 provide the Consent Form to the person requesting it. Said employees or agents shall also direct
9 other inquiries by an owner or manager to appropriate employees or agents of DIRECTV.

10 8. DIRECTV shall have five months from the Effective Date to implement the
11 policies and practices in Paragraphs 5-7 above.

12 **IV. INCENTIVE AWARDS AND FEES**

13 9. Subject to Court approval and for purposes of effectuating this Stipulation of
14 Settlement, the following amounts shall be paid by DIRECTV:

15 a. Class Counsel may seek up to \$2,900,000.00 in attorney's fees and
16 expenses, and DIRECTV agrees not to oppose an application for an award up to such an amount.
17 DIRECTV agrees to pay such attorney's fees and expenses awarded by the Court, not to exceed
18 \$2,900,000.00. All attorneys' fees and expenses awarded by and/or approved by the Court shall
19 be paid within sixty (60) days of the date of entry of the Final Approval Order. Notwithstanding
20 the foregoing, if the Final Approval Order is reversed or rendered void as a result of an appeal
21 or other appellate proceeding, or this Stipulation of Settlement is validly voided, rescinded, or
22 terminated for any other reason, each law firm in the group of Class counsel and each equity
23 partner in each such law firm who receives any of said funds shall be severally liable to return
24 to DIRECTV all such payments received by it, him, or her. To effectuate this provision, each
25 individual attorney or firm who receives a share of payments made under this provision shall
26 execute a guarantee of repayment in the form attached hereto as Exhibit G prior to receiving any
27 such funds.

28 b. Plaintiffs may make an application for an incentive award not to exceed

1 \$5,000 for each Plaintiff, and Defendant will not oppose such application. An incentive award
2 consistent with this paragraph that is granted by the Court shall be paid within thirty (30) days of
3 the Effective Date or thirty (30) days after a judicial determination of a reasonable incentive
4 award becomes final and nonappealable, whichever is later.

5 c. Neither this Stipulation of Settlement nor the Settlement provided for herein
6 shall be contingent in any way on the Court awarding any attorneys' fees, costs or expenses to
7 Class Counsel or incentive award to Plaintiffs, or on the amounts of any such awards.

8 d. Defendant's obligation to pay attorneys' fees and costs to any person
9 incurred on behalf of Plaintiffs and/or the Class in this Action shall be limited to the judicially-
10 approved amount established pursuant to paragraph 9(a). Any allocation of fees between or among
11 Class Counsel and any other person representing Plaintiffs shall be the sole responsibility of Class
12 Counsel.

13 e. A W-9 form(s) shall be provided by Class Counsel for the payments made
14 to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all
15 applicable taxes on the payment made to Class Counsel. Class Counsel agrees to hold harmless
16 Defendant from any claim or liability for taxes, penalties, or interest for which Class Counsel is
17 responsible as a result of the payment or any allocation of the payment made to Class Counsel.

18 f. A W-9 form(s) shall be provided by the representative Plaintiffs for any
19 incentive payments made to them. Plaintiffs shall be solely and legally responsible to pay any and
20 all applicable taxes on the payment made to them. Plaintiffs agrees to hold harmless Defendant
21 from any claim or liability for taxes, penalties, or interest for which Plaintiffs are responsible as a
22 result of the payment or any allocation of the payment made to Plaintiffs.

23 **V. RELEASES**

24 10. On and as of the Effective Date:

25 i. The Releasing Parties shall be deemed to have, and by operation of law
26 shall have, fully released and forever discharged the Released Parties from any and all UCL claims
27 that were asserted in the Action or that could have been asserted in this Action based on the conduct
28 alleged in the FAC.

1 ii. Notwithstanding subparagraphs i. of this Article, the release provided for in
2 this Article shall not include or apply to claims for damages, which are not available under the
3 UCL.

4 **VI. CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING**

5 11. Procedures. The Parties agree to the following procedures for requesting the
6 Court's preliminary approval of the Settlement, notifying the Class, and requesting final approval
7 of the Settlement.

8 12. Motion for Preliminary Approval. The Plaintiffs shall file with the Court an
9 unopposed motion for preliminary approval of this Settlement by the date previously set by the
10 Court.

11 13. Submission of Stipulation of Settlement. In conjunction with their submission of
12 the motion for preliminary approval, the Plaintiffs shall submit this Stipulation of Settlement and
13 supporting papers, which shall set forth the terms of the Settlement and shall include the proposed
14 forms of notice to be disseminated to the Class.

15 14. Request for Entry of Preliminary Approval Order. Plaintiffs shall request the Court
16 to enter a Preliminary Approval Order, substantially in the form of Exhibit H hereto, preliminarily
17 approving the proposed settlement and setting a date for the Settlement Fairness Hearing. The
18 Preliminary Approval Order shall provide for notice of the pendency of this Action and of the
19 Stipulation of Settlement to be sent to the Settlement Class as specified herein.

20 15. Class Notice. The Parties shall propose to the Court that Notice be given in the
21 following manner, which the Parties agree is the best notice practicable under the circumstances
22 and satisfies all requirements of law:

- 23 a. If and to the extent so authorized by the Court, the Summary Notice shall be
24 provided to the Class, substantially in the form of Exhibit B, by publication.
25 Publication shall be in the following newspapers, each with 4 insertions of a
26 1/6-page or smaller equivalent ad, once per week for four consecutive weeks:
27 LA Times, Ventura County Star, Contra Costa Times, Sacramento Bee, San
28 Diego Union Tribune, Riverside Press Enterprise, Fresno Bee, San Francisco

Chronicle, San Jose Mercury News, and Orange County Register. In addition, notice shall be provided through online publication via paid online advertising, namely text link search ads on Google, Facebook banner advertising, and Twitter promoted tweet advertising.

b. Notice shall be administered by a Notice Administrator. The Notice Administrator shall also establish and maintain a settlement website, which at a minimum shall contain copies of the Summary Notice, the Long-Form Notice (which shall be substantially in the form attached hereto as Exhibit A), the FAC, DIRECTV's answer, and this Stipulation, and which website shall also advise of the date for the final approval hearing and the deadline and manner for requesting exclusion from the Class.

c. DIRECTV shall pay all Costs of Notice and Administration.

16. Opt Outs. The Class Notice shall provide that Settlement Class Members who wish to exclude themselves from the settlement must submit a written request for exclusion ("opt-out"), postmarked on or before a date set by the Court. Such written request for exclusion must contain the Class Member's name, contact information, and the address(es) of the Class Member's rental property(ies). The opt-out must be personally signed and dated by (or, in the case of a Class Member that is a corporation, a partnership or other business entity, on behalf of) the Class Member who seeks to opt out. The opt-out request must be sent by mail to the Notice Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request for exclusion (opt-out) has been timely submitted. Any Settlement Class member who requests exclusion (opts out) of the settlement will not be bound by the Stipulation of Settlement and shall not have any right to object, appeal, or comment thereon. The Notice Administrator shall provide Class Counsel and counsel for DIRECTV with copies of all opt outs within 30 days of the end of the opt-out period.

17. Objections. The Class Notice shall provide that those Class Members who wish to object to the Settlement, to the application for incentive awards, and/or to the application for attorney's fees and expenses may appear at the Fairness Hearing and/or mail a written statement

1 of objection to the Notice Administrator on or before a date set by the Court. The postmark date
2 of the mailing shall be the exclusive means for determining that a Notice of Objection is timely.
3 The Notice of Objection must state the basis for the objection. Members of the Settlement Class
4 who fail to make objections at the Fairness Hearing and/or in writing in the manner specified above
5 shall be deemed to have waived any objections and shall be foreclosed from making any objection
6 (whether by appeal or otherwise) to the Stipulation of Settlement, the application for incentive
7 awards, and the application for attorney's fees and expenses. At least 30 days before the final
8 approval hearing, the Notice Administrator shall provide copies of all written objections to Class
9 Counsel and counsel for DIRECTV, and Class Counsel shall submit all written objections to the
10 Court at least 14 days prior to the final approval hearing. The Court will also hear any Class
11 Member who appears at the Fairness Hearing and requests to have his or her objection heard by
12 the Court.

13 18. No Encouragement of Objections, Opt-Outs, or Appeals. At no time shall any of
14 the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class
15 to make written objections to the Settlement, opt-out, or appeal from the Order and Final Judgment.

16 19. Settlement Fairness Hearing. After expiration of the deadline for requesting
17 exclusion from or objecting to the settlement, the Court shall conduct a Settlement Fairness
18 Hearing to determine final approval of the Stipulation of Settlement, the application for incentive
19 awards, and the application for attorney's fees and expenses. The Parties shall present a proposed
20 final order and proposed final judgment to the Court, substantially in the form of Exhibits E and F
21 hereto, for the Court's approval and entry. After entry of the Order, the Court shall have continuing
22 jurisdiction for purposes of (i) addressing settlement administration matters; (ii) hearing and ruling
23 on such post-Final Order matters as may be appropriate under Court rules or as set forth in this
24 Stipulation of Settlement; (iii) administering, supervising, construing and enforcing this
25 Stipulation in accordance with its terms, but without affecting the finality of the Judgment; and
26 (iv) requiring DIRECTV to adhere to the practices and procedures set forth in Article III of this
27 Stipulation.

28 **VII. FAILURE OF SETTLEMENT; APPELLATE REVIEW**

20. Effect of Disapproval, Revocation or Cancellation of Settlement. Except as otherwise provided herein, if either (1) the Court, by a final ruling not subject to reconsideration, appellate review, or other further proceedings seeking judicial approval of this Stipulation of Settlement, denies preliminary approval or final approval of this Stipulation of Settlement, or (2) the Effective Date does not occur, then each Party shall have the right to terminate this Stipulation of Settlement. If a Party elects to terminate this Stipulation under this paragraph, that Party must provide written notice (“Termination Notice”) to the other Party’s counsel within thirty (30) days of the occurrence of the condition permitting termination. Termination Notice shall be provided by hand delivery or first-class mail to the Party’s counsel of record. If this Stipulation of Settlement is validly terminated or cancelled pursuant to its terms, it shall be null and void and any order entered by the Court in furtherance of this settlement shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if the Parties had not entered into this Stipulation of Settlement.

VIII. AUTHORITY; NO PRIOR ASSIGNMENT

21. The signatories hereto represent that they are fully authorized to enter into this Stipulation and bind the parties to the terms and conditions hereof. Plaintiffs have not assigned, transferred, or hypothecated (or purported to assign, transfer, or hypothecate) any of their claims in this Action.

IX. MUTUAL FULL COOPERATION

22. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement, and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of DIRECTV and its counsel, take all necessary steps to secure the Court’s preliminary and final approval of this Stipulation of

1 Settlement.

2 23. Various Proceedings Stayed. Upon the execution of this Stipulation, the Parties
3 agree to jointly request the Court stay all proceedings in the class action, except such proceedings
4 as may be necessary to implement and complete the Stipulation of Settlement, pending the
5 Settlement Fairness Hearing to be conducted by the Court.

6 **X. NO ADMISSION OF LIABILITY OR WRONGDOING**

7 24. DIRECTV denies any and all claims alleged in the Complaint and denies all
8 wrongdoing and liability whatsoever. This Stipulation of Settlement is not a concession or
9 admission, and shall not be used against DIRECTV as an admission or indication with respect to
10 any claim of any fault, concession or omission by DIRECTV. Whether or not the Stipulation of
11 Settlement is finally approved, neither the Stipulation of Settlement, nor any document, statement,
12 proceeding or conduct related to this Stipulation of Settlement, nor any reports or accounts thereof,
13 shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to
14 be, evidence of a presumption, concession, indication or admission by DIRECTV of any liability,
15 fault, wrongdoing, omission, concession or damage. The limitations set forth in this paragraph do
16 not apply to any use of this Stipulation of Settlement by the Parties to enforce this settlement
17 following final approval by the Court.

18 **XI. CONSTRUCTION**

19 25. The Parties hereto agree that the terms and conditions of this Stipulation of
20 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and
21 that this Stipulation of Settlement shall not be construed in favor of or against any party by reason
22 of the extent to which any party or his, her, or its counsel participated in the drafting of this
23 Stipulation of Settlement.

24 **XII. CAPTIONS AND INTERPRETATIONS**

25 26. Paragraph titles or captions contained herein are inserted as a matter of convenience
26 and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of
27 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and
28 not merely a recital.

1 **XIII. MODIFICATION**

2 27. This Stipulation of Settlement may not be changed, altered, or modified, except in
3 writing and signed by the Parties hereto, and approved by the Court.

4 **XIV. INTEGRATION CLAUSE**

5 28. This Stipulation of Settlement contains the entire agreement between the Parties
6 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
7 agreements, understandings, representations, and statements, whether oral or written and whether
8 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
9 except in writing.

10 **XV. BINDING ON ASSIGNS**

11 29. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
12 Parties hereto and their respective heirs, trustees, executors, administrators, successors, and
13 assigns.

14 **XVI. ENFORCEMENT**

15 30. The Parties agree that following entry of the final judgment approving this
16 Stipulation, this Stipulation of Settlement shall be enforceable by the Court and the Court shall
17 retain exclusive and continuing jurisdiction of this action over all Parties and Settlement Class
18 Members to interpret and enforce the terms, conditions, and obligations of the Stipulation of
19 Settlement.

20 **XVII. COUNTERPARTS**

21 31. This Stipulation of Settlement may be executed in counterparts, and when each
22 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
23 original, and, when taken together with other signed counterparts, shall constitute one Stipulation
24 of Settlement, which shall be binding upon and effective as to all Parties.

25 **XVIII. INVALID WITHOUT COURT APPROVAL**

26 32. This Stipulation of Settlement is subject to approval by the Court. In the event it is
27 not approved, it shall be deemed null and void, of no force and effect, and of no probative value,
28 and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for

1 any purpose whatsoever.

2 **XIX. GOVERNING LAW**

3 33. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed
4 by and interpreted according to the laws of the State of California and the United States of America,
5 where applicable.

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Dated: 4/30/19

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Dated: 4-30-19

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Dated: 4-30-19

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*On behalf of Plaintiffs and as Class
Representatives.*


Plaintiff LBM Properties, LLC

By: MICHAEL CEPALAS

Title: MANAGER LBB PROPERTIES LLC


Plaintiff Posamar, LLC

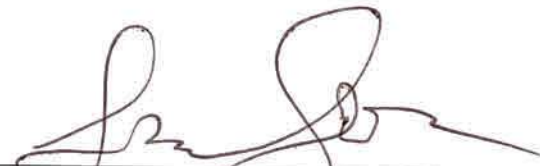
By: GEORGE KEFALAS

Title: MANAGER, POSAMAR LLC


Plaintiff Amila, LLC

By: MICHAEL KEFALAS

Title: MANAGER, AMILA, LLC


Plaintiff George Kefalas

1 Dated:

4/18/2019

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By:


Alan R. Plutzik

IZARD, KINDALL & RAABE, LLP

By:

Mark Kindall

Attorneys for Plaintiffs and the Plaintiff Class

*ON BEHALF OF DEFENDANT DIRECTV,
LLC:*

Dated:

DIRECTV, LLC

By:

Title:

Dated:

MAYER BROWN LLP

By:

Hans J. Germann

Attorneys for Defendant DIRECTV, LLC

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Dated:

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____

Alan R. Plutzik

IZARD, KINDALL & RAABE, LLP

4/16/2019

By: 
Mark Kindall

Attorneys for Plaintiffs and the Plaintiff Class

*ON BEHALF OF DEFENDANT DIRECTV,
LLC:*

Dated:

DIRECTV, LLC

By: _____

Title: _____

Dated:

MAYER BROWN LLP

By: _____

Hans J. Germann

Attorneys for Defendant DIRECTV, LLC

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BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____

Alan R. Plutzik

IZARD, KINDALL & RAABE, LLP

By: _____

Mark Kindall

Attorneys for Plaintiffs and the Plaintiff Class

Dated:

4/16/19

ON BEHALF OF DEFENDANT DIRECTV,
LLC:



DIRECTV, LLC

By: ADRIAN DIMECH

Title: V.P. OPERATIONS

Dated:

MAYER BROWN LLP

By: _____

Hans J. Germann

Attorneys for Defendant DIRECTV, LLC

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BRAMSON, PLUTZIK, MAHLER &
BIRKHAEUSER, LLP

By: _____

Alan R. Plutzik

IZARD, KINDALL & RAABE, LLP

By: _____

Mark Kindall

Attorneys for Plaintiffs and the Plaintiff Class

*ON BEHALF OF DEFENDANT DIRECTV,
LLC:*

Dated:

DIRECTV, LLC

By: _____

Title: _____

Dated: 4/16/19

MAYER BROWN LLP

By:  _____

Hans J. Germann

Attorneys for Defendant DIRECTV, LLC

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC

No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT A

Long-Form Notice

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</p>

	right to sue DIRECTV for damages caused by the installation of its equipment on your property.
ASK TO BE EXCLUDED BY [DATE]	<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 [DATE]. 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 [DATE]. The address of the Settlement Administrator is listed below. You can also object in person at the Fairness Hearing on [DATE], 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?

9. 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?

6. 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.

7. 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.

8. 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 _____, 2019, at _____ . 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 ask to be excluded, you must send a letter, postmarked by _____, addressed to *LBM Properties, et al., DIRECTV*, _____, 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 _____, 2018, to *LBM Properties, et al., DIRECTV*, _____, 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 attorneys' 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.**

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT B

Summary Notice

LEGAL NOTICE

Notice of the Pendency and Settlement of Class Action

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

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

ARE YOU AFFECTED?

Your rights may be affected if you fall within the following Class:

All persons or entities (“Landlords”) that own and rent or lease residential multi-dwelling unit properties (“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.

WHAT IS THIS CASE ABOUT?

The lawsuit alleges that Defendant DIRECTV, LLC (“DIRECTV”) has a policy of installing satellite dishes and other equipment on or in common or restricted areas of California residential rental MDU properties, such as rooftops and exterior walls, based solely on a tenant’s representation that such installation is authorized, or that authorization from the property owner is unnecessary, and does not seek or obtain such authorization directly from the property owner or his, her or its agent (“the Landlord”). The lawsuit claims that this policy is an unfair business practice that violates the Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.* (the “UCL”).

WHAT DOES THE SETTLEMENT PROVIDE?

The settlement changes DIRECTV’s policy. It requires DIRECTV to secure permission directly from the Landlord before installing its equipment in common or restricted areas of California residential rental MDU properties; to keep records showing its receipt of such permission; and to make those records available, upon reasonable request, to persons who assert that they are the owners or managers of affected property. 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 right to pursue claims against DIRECTV for damages.

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.

DO I HAVE A LAWYER IN THE CLASS ACTION?

The Court has appointed Alan Plutzik, of Bramson, Plutzik, Mahler & Birkhaeuser, LLP, Walnut Creek, California, and Mark Kindall of Izard, Kindall & Raabe, West Hartford, Connecticut, as Class Counsel to represent the Class.

WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will determine whether to approve the settlement at a fairness hearing (the “Fairness Hearing”), to be held on _____, 2019, at __:__.m. in the Courtroom of the Hon. Kenneth Freeman, Los Angeles County (California) Superior Court, 312 N. Spring Street, Los Angeles, CA 90012.

WHAT ELSE WILL BE DECIDED AT THE FAIRNESS HEARING?

At the Fairness Hearing, the Court will also determine the Plaintiffs’ request for incentive awards in the amount of \$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).

WHAT ARE MY LEGAL RIGHTS?

You have three options:

DO NOTHING: REMAIN IN THE CLASS. ACCEPT THE SETTLEMENT. If you are a class member and you do not take action to exclude yourself from the class, you will be a class member, will be bound by the terms of the settlement, and 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.

ASK TO BE EXCLUDED. NOT BE PART OF ANY JUDGMENT OR SETTLEMENT. KEEP YOUR RIGHT TO SUE SEPARATELY FOR AN INJUNCTION. If you wish to be excluded, you must send a letter, postmarked by _____, addressed to *LBM Properties, et al., DIRECTV*, _____, 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. DIRECTV will be changing its policy for all California residential rental MDU property owners, so by excluding yourself you will not necessarily lose all of the benefits of the settlement. But if you exclude yourself, you will be able to sue on your own behalf for an additional injunction based on the same claim.

OBJECT TO THE SETTLEMENT, THE INCENTIVE AWARDS AND/OR CLASS COUNSEL’S APPLICATION FOR AN AWARD OF ATTORNEYS’ FEES AND EXPENSES, either by yourself or through an attorney that you hire at your own expense, if you do not exclude yourself from the Class. Objections may be submitted in writing and mailed to *LBM Properties, et al., DIRECTV*, _____, postmarked on or before _____, setting forth your written statement of the specific objections, the grounds for your objections, and documentary evidence identifying yourself as a Class Member. 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, regardless of whether that Class Member has objected in writing.

HOW CAN I GET MORE INFORMATION?

For more information, go to www.DirecTVMDUSettlement.com. You may also contact one of the Class Counsel listed above.

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**

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT C

Landlord Written Consent Form

CALIFORNIA LANDLORD PERMISSION FORM

DEAR PROSPECTIVE DIRECTV CUSTOMER,

Congratulation on your decision to sign up for DIRECTV service! You have made the best choice in digital television entertainment, and we are confident you will be thrilled with the service.

If you rent your home and live in a **multi-unit** property (like an apartment building) in California, our technician will **not** be able to install your satellite dish **unless this form is completed**, if the installation is on a common/restricted area like the roof or an exterior wall.

Under federal regulations, renters in apartment buildings and other multi-tenant residential rental properties generally have a right to have a dish installed in areas under the renter's exclusive control (provided the dish does not exceed a certain size), such as inside a renter's private balcony, yard, or patio. But landlords can restrict or prohibit installation on other areas, such as the exterior of the building, the roof, or other common/restricted areas (such as shared decks, yards, or patios).

In order to install the dish in these areas, please complete the "Customer" portion of this form, and ask your landlord or property manager to complete and sign the "Landlord" portion of this form. **You may not sign the "Landlord" portion of this form yourself.** Our technician will collect this completed form from you when he or she arrives at your home.

Customer

Date: _____

Tenant/Customer Name: _____

Street Address: _____ Unit #: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Alternate Telephone #: _____

Landlord

As landlord, owner, property manager, or their authorized representative, I represent that I have the authority to sign this authorization form, and hereby do authorize installation of a DIRECTV satellite dish and associated cables upon common and/or restricted areas of the property listed above.

Signature: _____

Date: _____

Name and Title (please print): _____

For (name of owner/landlord, if different from above): _____

Address (if different from above): _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Alternate Telephone #: _____

Note to Landlord: If you would like a copy of this form, please contact DIRECTV at _____.

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT D

Documentation of Landlord Oral Consent

DIRECTV Verification of Oral Consent from Landlord (California)

I certify that on [date]_____, I spoke directly by phone or in person to the landlord or property manager for the rental property located at [address]_____, and that person authorized DIRECTV's installation of its satellite dish and associated cabling on a common or restricted area of the property. The landlord/property manager I spoke to was [name]_____.

Date: _____

Tech/Supervisor Signature: _____

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT E

Proposed Final Approval Order

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 2 BIRKHAUSER, LLP
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 6 jrosenberg@bramsonplutzik.com
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 10 mkindall@ikrlaw.com
 11 29 South Main Street, Suite 305
 West Hartford, CT 06107
 Telephone: (860) 493-6292

12 Attorneys for Plaintiffs

13 SUPERIOR COURT OF CALIFORNIA
 14 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,

24 Defendants.

No. BC540043

**[PROPOSED] FINAL APPROVAL
 ORDER**

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

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

1 WHEREAS, on _____, 2018, this Court entered an Order Granting Preliminary
2 Approval of Settlement (the "Preliminary Approval Order"), preliminarily approving the proposed
3 settlement of the Action pursuant to the terms of the Stipulation of Settlement and directing that
4 notice be given to the members of the Class;

5 WHEREAS, the capitalized terms herein shall have the same meaning as in the Stipulation
6 of Settlement;

7 WHEREAS, pursuant to the Parties' plan for providing notice to the Class (the "Notice
8 Plan"), the Class was notified by newspaper publication and online by _____ of the
9 terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*, whether
10 the terms and conditions of the Stipulation of Settlement are fair, reasonable and adequate for the
11 release and dismissal of the Class's certified claims; and

12 WHEREAS, a Final Approval Hearing was held on _____, 2019. Prior to the Final
13 Approval Hearing, proof of completion of the Notice Plan was filed with the Court. Class Members
14 were therefore notified of their right to appear at the hearing in support of or in opposition to the
15 proposed Settlement, and were given the right to opt-out of the Class;

16 NOW, THEREFORE, the Court, having heard the oral presentations made at the Final
17 Approval Hearing, and having reviewed all of the submissions presented with respect to the
18 proposed Settlement, and having reviewed the materials in connection therewith, and considered all
19 arguments presented in connection therewith, [ADD IF APPROPRIATE: *including all objections*
20 *that were timely and validly presented to the Court*], it is hereby ORDERED as follows:

21 1. The capitalized terms used in this Final Approval Order shall have the same meaning
22 as defined in the Stipulation of Settlement except as may otherwise be ordered.

23 2. The Court has jurisdiction over the subject matter of this Action and over all claims
24 raised therein and all Parties thereto, including the Class and all Class Members.

25 3. By Order entered January 25, 2018, the Court certified a Plaintiff class (the "Class")
26 consisting of
27
28

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

5 4. In connection with the certification of the Class, the Court found, and hereby
6 confirms, that the requirements of Cal. Code Civ. Proc. § 382 are satisfied, including the existence
7 of an ascertainable class and a well-defined community of interest among the Class Members with
8 respect to the matters at issue; that the Plaintiffs and Class Counsel are adequate representatives;
9 and that the Plaintiffs have, and are asserting, claims typical of those possessed by the Class
10 Members.

11 5. The Class Members bound by this Final Approval Order shall include all persons
12 falling within the definition of the Class who did not submit a timely and valid request for
13 exclusion. Those persons who submitted a timely and valid request for exclusion are identified on
14 Exhibit A hereto.

15 6. The Court finds that the Notice Plan set forth in Article VI of the Stipulation of
16 Settlement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice
17 practicable under the circumstances, constitutes due and sufficient notice to the Class of the
18 pendency of this Action, the certification of the Class, the terms of the Stipulation of Settlement,
19 and the Final Approval Hearing, and satisfies the requirements of California law and federal due
20 process of law.

21 7. The Settlement, as set forth in the Stipulation of Settlement, is in all respects fair,
22 reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The
23 Parties shall effectuate the Stipulation of Settlement according to its terms. The Stipulation of
24 Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly
25 set forth and shall have the full force of an Order of this Court.

26 8. The Court approves the payment of attorneys’ fees and expenses by Defendant to
27 Class Counsel in the amount of \$2,900,000.00.

28 9. The Court approves the payment of incentive awards by Defendant to the Plaintiffs
in the amount of \$5,000.00 per Plaintiff.

1 10. The Settlement Administrator shall post a copy of this order on the Settlement
2 Website within two business days of its issuance.

3 **IT IS SO ORDERED.**

4 Dated:

Kenneth Freeman
Judge of the Superior Court

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT F

Proposed Final Judgment

1 BRAMSON, PLUTZIK, MAHLER &
 2 BIRKHAUSER, LLP
 3 ALAN R. PLUTZIK (Bar No. 077785)
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Attorneys for Plaintiffs

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

[PROPOSED] FINAL JUDGMENT

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

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

1 On _____, 2019, this Court signed and entered its Final Approval Order Granting
2 Approval to Proposed Settlement (the "Final Approval Order") in the above-captioned matter as to
3 the following class of persons ("Class"):

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

7 **JUDGMENT IS HEREBY ENTERED**, as to the specified Class; Plaintiffs LBM
8 Properties, LLC, Posamar, LLC, Amila, LLC, and George Kefalas ("Plaintiffs"); and Defendant
9 DIRECTV, LLC ("Defendant") on the terms and conditions of the Stipulation of Settlement
10 approved by the Court's Final Approval Order.

11 1. The Court, for purposes of this Judgment, adopts the terms and definitions set forth
12 in the Stipulation of Settlement.

13 2. Payments to the Settlement Administrator, payments of incentive awards to the Class
14 Representatives, and payment of the award of Class Counsel's attorney's fees and expenses shall be
15 made as outlined in the Stipulation of Settlement and the Court's Final Approval Order.

16 3. Upon the Effective Date, and pursuant to Article V of the Stipulation of Settlement,
17 the Final Approval Order and this Judgment, the Releasing Parties shall have, by operation of the
18 Final Approval Order and this Judgment, fully, finally and forever released, relinquished, and
19 discharged the Released Parties from any and all UCL claims that were asserted in the Action or
20 that could have been asserted in the Action based on the conduct alleged in the complaint. This
21 release does not include or apply to claims for damages, which are not available under the UCL.

22 4. This Judgment, the Final Approval Order, the Stipulation of Settlement, the
23 Settlement that it reflects, and any and all acts, statements, documents or proceedings relating to the
24 Settlement are not, and shall not be construed as, or used as an admission by or against any party of
25 any fault, wrongdoing, or liability on their part, or of the validity of any claims asserted in the
26 Action.

5. All claims that (1) have been asserted in this Action by or on behalf of Plaintiffs or the Class and (2) were certified for class treatment by this Court are hereby dismissed in their entirety with prejudice. For avoidance of doubt, Plaintiffs' individual claims seeking damages are not dismissed in this Judgment. Except as otherwise provided in the Final Approval Order, this Judgment and/or in such other Order as the Court may enter awarding attorneys' fees and expenses in this Action at or following the Final Approval Hearing, the Parties shall bear their own attorneys' fees, costs, and litigation expenses; provided, however, that nothing herein prevents Plaintiffs' from seeking attorneys' fees, costs, and litigation expenses incurred after entry of the Final Approval Order in connection with the pursuit of their individual claims for damages. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Stipulation of Settlement, including any releases in connection therewith, the enforcement of policy changes Defendant is required to make as a result of the Stipulation of Settlement, and any other matters related or ancillary to the foregoing.

6. The Class Members bound by this Judgment shall include all persons falling within the definition of the Class who did not submit a timely and valid request for exclusion. Those persons who have requested exclusion are identified on Exhibit A to the Final Approval Order.

7. Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to prohibit the use of this Judgment in a proceeding to consummate or enforce the Stipulation of Settlement or Judgment, or to defend against the assertion of any released claims in any other proceeding, or as otherwise required by law.

8. Pursuant to the Settlement Agreement, California Code of Civil Procedure Section 664.4 and Rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the parties to enforce the terms of the Stipulation of Settlement, the Final Approval Order, and this Judgment.

JUDGMENT ENTERED: _____

Dated:

Kenneth Freeman
Judge of the Superior Court

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LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT G

Counsel Repayment Guarantee

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows:

I have read the Stipulation of Settlement entered into by the parties in *LBM Properties et al. v. DIRECTV, LLC*, California Superior Court, County of Los Angeles, Case No. BC540043 (the "Stipulation") and understand its terms. The terms of the Stipulation are incorporated herein. I acknowledge that any amount received by me as attorney's fees and/or costs pursuant to the Settlement Agreement is subject to repayment to DIRECTV, LLC, in the event that the Final Approval Order is reversed or rendered void as a result of an appeal or the Settlement Agreement is voided, rescinded, or terminated for any other reason ("Repayment Event"). Within twenty (20) days of receiving written notice of a Repayment Event from any counsel for the parties, I will reimburse to DIRECTV, LLC, all sums received by me as attorney's fees, costs and/or expenses pursuant to the Stipulation. By receiving any such sums, I submit to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Stipulation.

DATED:

By: _____

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows on behalf of the firm of

_____ (the "Firm");

I have read the Stipulation and Agreement of Settlement entered into by the parties in *LBM Properties et al. v. DIRECTV, LLC*, California Superior Court, County of Los Angeles, Case No. BC540043 (the "Stipulation") and understand its terms. The terms of the Stipulation are incorporated herein. I make this Acknowledgement & Guarantee on behalf of the Firm. Any payment received by the Firm pursuant to the Settlement Agreement is subject to repayment to DIRECTV, LLC, in the event the Final Approval Order is reversed or rendered void as a result of an appeal or the Settlement Agreement is voided, rescinded, or terminated for any other reason ("Repayment Event"). Within twenty (20) days of receiving written notice of a Repayment Event from any counsel for the parties, the Firm will reimburse to DIRECTV, LLC, all sums received by the Firm as attorney's fees, costs and/or expenses pursuant to the Stipulation. By receiving any such sums, the Firm and its partners submit to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles for the enforcement of any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Stipulation. I represent and warrant that I am authorized to execute this agreement on the Firm's behalf and to bind the Firm to the obligations set forth herein.

DATED:

By: _____

On behalf of _____

LBM PROPERTIES, LLC *et al.* v DIRECTV, LLC
No. BC540043

AMENDED STIPULATION OF CLASS SETTLEMENT

EXHIBIT H

Proposed Preliminary Approval Order

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14 Attorneys for Plaintiffs

13 SUPERIOR COURT OF CALIFORNIA
14 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

**[PROPOSED] 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

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 a Stipulation of Settlement that has been provided to the
7 Court;

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 Stipulation
11 of Settlement;

12 NOW, THEREFORE, the Court, having read and considered the Stipulation of Settlement
13 and accompanying documents, as well as the Motion for Preliminary Approval of Settlement and
14 supporting papers, and the parties to the Stipulation of Settlement having consented to the entry of
15 this order, and good cause appearing,

16 IT IS HEREBY ORDERED AS FOLLOWS:

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

21 2. By Order issued January 25, 2018 (the “Class Certification Order”), the Court
22 previously certified the following Plaintiff Class:

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

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

1 4. A Final Approval Hearing shall be held before this Court at _____ m., on
2 _____, 2019, in Department SS14 of the Los Angeles County Superior Court, located at 111
3 North Hill Street, Los Angeles, CA 90012, to address: (a) whether the proposed Settlement should
4 be finally approved as fair, reasonable and adequate; (b) whether the Final Approval Order and
5 Judgment should be entered; (c) whether to approve the proposed incentive awards to the Plaintiffs;
6 (d) whether the application for approval of the payment of attorneys' fees and expenses to Class
7 Counsel by Defendant should be approved; and (e) any other matters that the Court deems
8 appropriate.

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

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

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

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

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

4 10. Based on the foregoing findings, the Court approves the Notice Plan and orders that
5 it be carried out according to its terms.

6 11. Any member of the Class who desires to be excluded from the Class, and therefore
7 not be bound by the terms of the Stipulation of Settlement, must send a timely and valid written and
8 signed request for exclusion (“opt-out”), postmarked on, or before, _____, 2019, to the
9 Settlement Administrator, pursuant to the instructions set forth in the Notice.

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

15 13. The Plaintiffs shall file with the Court their motion in support of final settlement
16 approval, their application for incentive awards, their attorney’s fee and expense application, and
17 supporting papers, no later than _____, 2019.

18 14. Any Class Member who does not submit a valid and timely Request for Exclusion
19 may object to the Stipulation of Settlement, the entry of the proposed Final Approval Order, the
20 Plaintiffs’ application for incentive awards, and/or Class Counsel’s application(s) for attorney’s fees
21 and expenses. Any such Class Member shall have the right to appear and be heard at the Final
22 Approval Hearing, either personally or through an attorney retained at the Class Member’s own
23 expense, and/or submit a valid written statement of the specific objections, and documentary
24 evidence identifying the objector as a Class Member, postmarked on, or before, _____,
25 2019, to the Settlement Administrator, pursuant to the instructions set forth in the Notice. The
26 Plaintiffs shall submit copies of all written objections to the Court and file their response to any
27 written objections at least fourteen days prior to the final approval hearing.

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

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

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

20 **IT IS SO ORDERED.**

21 Dated:

Kenneth Freeman
Judge of the Superior Court