1 2 3 4 5 6 7 8	BRAMSON, PLUTZIK, MAHLER & BIRKHAEUSER, LLP ALAN R. PLUTZIK (Bar No. 077785) aplutzik@bramsonplutzik.com JENNIFER S. ROSENBERG (Bar No. 121023) jrosenberg@bramsonplutzik.com 2125 Oak Grove Road, Suite 125 Walnut Creek, California94598 Telephone: (925) 945-0200 IZARD, KINDALL & RAABE, LLP MARK P. KINDALL (Bar #138703) mkindall@ikrlaw.com		
9 10	29 South Main Street, Suite 305 West Hartford, CT 06107 Telephone: (860) 493-6292		
11	Attorneys for Plaintiffs		
12	SUPERIOR COURT OF CALIFORNIA		
13	COUNTY OF LOS ANGELES		
14	LBM PROPERTIES, LLC ("LBM"), a California Limited Liability Company, POSAMAR, LLC	No. BC540043	
15 16	("Posamar"), a California Limited Liability Company, AMILA, LLC ("Amila"), a California Limited Liability Company, and GEORGE	NOTICE OF ENTRY OF FINAL JUDGMENT	
17	KEFALAS, an individual, on behalf of themselves and all others similarly situated,	Honorable Kenneth R. Freeman	
18	Plaintiffs,		
19	v.		
20	DIRECTV, LLC, a California Limited Liability		
21	Company, and DOES 1 through 100,		
22			
23	Defendants.		
24			
25			
26			
27			
28	NOTICE OF ENTRY OF ORDER		

1	PLEASE TAKE NOTICE that the order re Final Judgment, attached hereto as Exhibit A		
2	was entered on August 4, 2020.		
3			
4	Dated: August 12, 2020	BRAMSON, PLUTZIK, MAHLER & BIRKHAEUSER, LLP	
5		DIKKHALOSEK, ELI	
6		A PP luggin	
7			
8		Alan R. Plutzik Alan R. Plutzik (State Bar No. 077785)	
		aplutzik@bramsonplutzik.com	
9		Jennifer S. Rosenberg (State Bar No. 121023)	
10		<u>jrosenberg@bramsonplutzik.com</u> 2125 Oak Grove Road, Suite 125	
11		Walnut Creek, California 94598	
		Telephone: (925) 945-0200	
12		ROBERT A. IZARD	
13		rizard@ikrlaw.com	
14		MARK P. KINDALL (State Bar No. 138703)	
1		mkindall@ikrlaw.com	
15		IZARD, KINDALL, & RAABE 29 South Main Street, Suite 215	
16		West Hartford, CT06107	
		Tel: (860) 493-6292	
17		Fax: (860) 493-6290	
18		Attorneys for Plaintiffs, Individually and	
19		On Behalf of All Others Similarly Situated	
20			
21			
22			
23			
24			
25			
26			
27			



9

10

11

12

13

14

17

18

19

20

21

22

23

24

25

26

27

28

BRAMSON, PLUTZIK, MAHLER & BIRKHAEUSER, LLP ALAN R. PLUTZIK (Bar No. 077785) aplutzik@bramsonplutzik.com
JENNIFER S. ROSENBERG (Bar No. 121023) jrosenberg@bramsonplutzik.com
2125 Oak Grove Road, Suite 120
Walnut Creek, California 94598
Telephone: (925) 945-0200

MAYER BROWN LLP
HANS J. GERMANN
hgermann@mayerbrown.com
ANDREW Z. EDELSTEIN
aedelstein@mayerbrown.com
350 South Grand Avenue, 25th Floor
Los Angeles, California 90071-1503
Telephone: (213) 229-9500
Facsimile: (213) 625-0248

Attorneys for Defendant DIRECTV, LLC

IZARD, KINDALL & RAABE, LLP MARK P. KINDALL (Bar #138703) mkindall@ikrlaw.com 29 South Main Street, Suite 305 West Hartford, CT 06107 Telephone: (860) 493-6292 Attorneys for Plaintiffs Sherri R. Carler, Executive Officer/Clerk of Court

By: Berta Guerrero, Deputy

FORNIA

SUPERIOR COURT 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, a California Limited Liability Company, and DOES 1 through 100,

Defendants.

No. BC540043

UPROPOSED| FINAL JUDGMENT

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

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

By Fax

RECEIVED LOS ANGELES SUPERIOR COURT

OCT 31 2019

S. DREW

[PROPOSED] FINAL JUDGMENT 731074450.3

the following class of persons ("Class"):

1

2

7

14

12

17 18 19

20 21

22

23 24

25

26 27

28

All persons or entities ("Landlords") that own and rant 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.

JUDGMENT IS HEREBY ENTERED, as to the specified Class; Plaintins LBM Properties, LLC, Posamar, LLC, Amila, LLC, and George Kefalas ("Plaintiffs"); and Defendant DIRECTV, LLC ("Defendant") on the terms and conditions of the Supulation of Seutlement approved by the Court's Final Approval Order.

- The Court, for purposes of this Judgment, adopts the terms and definitions set forth in the Stipulation of Settlement.
- Payments to the Settlement Administrator, payments of incentive awards to the Class Representatives, and payment of the award of Class Counsel's attorney siees and expenses shall be made as outlined in the Stipulation of Settlement and the Court's Final approval Order.
- Upon the Effective Date, and pursuant to Article V of the Stipulation of Settlement, 3. the Final Approval Order and this Judgment, the Releasing Parties shall have, by operation of the Final Approval Order and this Judgment, fully, finally and forever selected, relincuished, and discharged the Released Parties from any and all UCL claims that were asserted in the Action or that could have been asserted in the Action based on the conduct marged in the complaint. This release does not include or apply to claims for damages, which are not available under the UCL.
- This Judgment, the Final Approval Order, the Stipper flore of Settlement, the Settlement that it reflects, soil any and all acts, statements, documents or processings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against any party of any fault, wrongdoing, or liability on their part, or of the validity of any claims asserted in the Action.

26

27

28

All claims that (1) have been asserted in this Action by or on behalf of Plaintiffs or 5. the Class and (2) were certified for class treatment by this Court at over, y dismosted in their entirety with prejudice. For avoidance of doubt, Plaintiffs' individual elums 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 appeness fees and expenses in this Action at or following the Final Approval Hearing, the Parises 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 sumages. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including reforcement and administration of the Salzakallan of Settlement, including any releases in connection therewith, the enforcement of policy change. Defendant is required to make as a result of the Stepulation of Settlement, and any other matters related or ancillary to the foregoing. The Class Members bound by this Judgment shall include all persons falling within

- 6. The Class Members bound by this Judgment shall helude all persons falling within the definition of the Class. No Class Member submitted a timely and valid request for exclusion.
- 7. Notwithstanding the foregoing, nothing in this Final Audgment shall be interpreted to prohibit the use of this Judgment in a proceeding to consummate or enforce the Scipulation 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 to a gent Civil of occidure Section 664.4 and Rule 3.769(h) in the California Rules of Court, this Court centure juris decion over the parties to enforce the terms of the Stipulation of Settlement, the Funal Approval Order, and this Judgment.

JUDGMENT ENTERED:

KENNETH R. FREEMAN

Dated: August 4, 2020

Kenney, Freeman Judge of the Superior Court

2