

1 BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP

2 Alan R. Plutzik (State Bar No. 077785)

3 aplutzik@bramsonplutzik.com

4 Jennifer S. Rosenberg (Bar No. 121023)

5 jrosenberg@bramsonplutzik.com

6 2125 Oak Grove Road, Suite 125

7 Walnut Creek, California 94598

8 Telephone: (925) 945-0200

9 Facsimile: (925) 945-8792

10 IZARD, KINDALL & RAABE, LLP

11 Mark P. Kindall (Cal. Bar No. 138703)

12 mkindall@ikrlaw.com

13 29 South Main Street, Suite 305

14 West Hartford, CT 06107

15 Telephone: (860) 493-6292

16 Facsimile: (860) 493-6290

17 *Attorneys for Plaintiffs*

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF LOS ANGELES

20 LBM PROPERTIES, LLC (“LBM”), a  
21 California Limited Liability Company,  
22 POSAMAR, LLC (“Posamar”), a California  
23 Limited Liability Company, AMILA, LLC  
24 (“Amila”), a California Limited Liability  
25 Company, and GEORGE KEFALAS, an  
26 individual, on behalf of themselves and all others  
27 similarly situated,

28 Plaintiffs,

v.

DIRECTV, INC., et al.,

Defendants

Case No. BC-540043

**SUPPLEMENTAL DECLARATION OF  
ALAN R. PLUTZIK IN SUPPORT OF  
PLAINTIFFS’ MOTION FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Date: May 2, 2019

Time: 9:00 a.m.

Dept.: 14

1 **SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK**

2 I, Alan R. Plutzik, hereby declare as follows:

3 1. I am an attorney admitted to practice before the courts of this State, and am a  
4 partner in the law firm of Bramson, Plutzik, Mahler & Birkhaeuser, LLP, attorneys of record for  
5 plaintiffs in this action and co-counsel for the certified class. I have personal knowledge of the  
6 facts stated in this declaration and would testify to them.

7 2. Attached to this declaration as Exhibit A is a true and correct copy of the firm  
8 resume of Bramson, Plutzik, Mahler & Birkhaeuser, LLP.

9 3. Attached to this declaration as Exhibit B is a true and correct copy of the Amended  
10 Stipulation of Settlement as executed by the Parties, together with all exhibits thereto.

11 4. Attached to this declaration as Exhibit C is a true and correct copy of the text of the  
12 Amended Stipulation of Class Settlement, showing in redline/strikeout format the changes from the  
13 original Stipulation of Class Settlement that was submitted to the Court on January 28, 2019.

14 5. Attached to this declaration as Exhibit D is a true and correct copy of the text of the  
15 Long-Form Notice, showing in redline/strikeout format the changes from the original version of the  
16 Long-Form Notice that was submitted to the Court on January 28, 2019.

17 6. Attached to this declaration as Exhibit E is a true and correct copy of the text of the  
18 Summary Notice, showing in redline/strikeout format the changes from the original version of the  
19 Summary Notice that was submitted to the Court on January 28, 2019.

20 7. Attached to this declaration as Exhibit F is a true and correct copy of the text of the  
21 Proposed Preliminary Approval Order, showing in redline/strikeout format the changes from the  
22 original version of the Proposed Preliminary Approval Order that was submitted to the Court on  
23 January 28, 2019.

24 8. Attached to this declaration as Exhibit G is a true and correct copy of the text of the  
25 Proposed Final Approval Order, showing in redline/strikeout format the changes from the original  
26 version of the Proposed Final Approval Order that was submitted to the Court on January 28, 2019.  
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9. Attached to this declaration as Exhibit H is a true and correct copy of the Proposed Preliminary Approval Order.

10. I have been in contact with a representative of the Plaintiffs, who is presently out of the country but plans to return home next week. He informed me that Plaintiffs have agreed to the modifications to the Stipulation of Settlement that are shown in Exhibit C, and will sign the Amended Stipulation of Settlement when he returns to the U.S.

11. I declare under penalty of perjury that the foregoing is true and accurate according to the laws of the State of California, and that this Declaration was executed at Walnut Creek, California, this 18th day of April, 2019.



Alan R. Plutzik

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE 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,

Case No. BC-540043

Plaintiffs,

v.

DIRECTV, INC., et al.,

Defendants

SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

**EXHIBIT A**  
**BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER LLP**  
**FIRM RESUME**

## **BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP**

Bramson Plutzik, Mahler & Birkhaeuser, LLP is a San Francisco Bay Area law firm that specializes in representing plaintiffs in class actions, derivative suits and other complex litigation nationwide.

Members of the firm serving as lead or co-lead counsel have successfully handled class actions in which hundreds of millions of dollars have been recovered for the class members. Among these cases are: *In re Unocal Toxic Spill Litigation*, in which \$80 million was recovered for victims of a release of toxic chemicals; *Clark v. Ford Motor Credit Co.*, in which the plaintiff class recovered \$58.25 million; *Klussman v. Cross Country Bank*, in which the class achieved a \$21 million recovery; *Nguyen v. Verizon Wireless*, which also produced a \$21 million recovery; *Patrick v. Blue Shield of California*, in which \$20 million was recovered for the class; *Gross v. Barnett Bank*, in which over \$19 million was recovered; *Ganal v. Toyota Motor Credit*, in which an \$18 million recovery was achieved; *Henderson v. First Interstate Bank of California*, in which \$16.25 million was recovered for the plaintiff class; *Guyette v. Viacom, Inc.*, in which a settlement was negotiated that included a cash payment to the class of \$13 million; *Reed v. Bank of America*, in which \$9 million was recovered; *In re Worlds of Wonder Securities Litigation*, a securities fraud action which resulted in a \$9 million recovery; *Whitehouse v. Westcorp Financial Services, Inc.*, in which an \$8 million settlement was achieved. The firm's partners have represented clients in class action and derivative cases in federal and state courts throughout the United States.

In addition to its expertise in class actions and derivative litigation, the firm has also achieved prominence in the areas of telecommunications law and First Amendment litigation. The firm's efforts in these areas have resulted in significant published decisions, including two favorable rulings from the United States Supreme Court -- *Community Communications v. City of Boulder*, 455 U.S. 40 (1982), and *City of Los Angeles v. Preferred Communications*, 476 U.S. 488 (1986). See also *Preferred Communications v. City of Los Angeles*, 13 F.3d 1327 (9th Cir.), cert. denied, 114 S.Ct. 2738 (1994).

### **Robert M. Bramson**

Robert M. Bramson has thirty-seven years of experience in the litigation of antitrust and consumer cases, class actions and other complex litigation. Mr. Bramson received his undergraduate degree in economics, summa cum laude, from the University of California at Berkeley in 1977, and obtained his law degree from the Boalt Hall School of Law in 1981.

Mr. Bramson has represented both plaintiffs and defendants in numerous antitrust cases, and has acted as lead counsel in two such actions taken to trial – *Pacific West Cable Co. v. City of Sacramento*, et al. (E.D. Cal.) (\$12 Million settlement on 24th day of trial, at close of plaintiff's case; Sherman Act §2 monopolization claims) and *Coleman et al. v. Sacramento Cable Television* (Sacramento Sup. Ct.) (\$2.4 Million judgment after 17-day trial; class action/B & P §17200 case; B & P §17024 discriminatory pricing claims).

Mr. Bramson specializes in antitrust, consumer protection, business torts and communications litigation, as well as in class action cases. He served for many years on the Board of Directors of the National Association of Consumer Advocates and co-chaired its class action committee. He is a contributing author to the National Consumer Law Center's publication *Consumer Class Actions*. He acted as reporter for the National Association of Consumer Advocates in preparing its influential *Standards and Guidelines For Consumer Class Actions*, 176 F.R.D. 375 (1997).

Mr. Bramson's lecture topics have included "Strategic and Ethical Issues in Litigating 17200 Cases" (Bar Association of San Francisco, San Francisco 2001), "Equitable Remedies In Class Actions and Under California's Section 17200 Statute" (National Association of Consumer Advocates, Chicago 2000), "Ethical Issues Arising in Class Action Settlements" (National Consumer Law Center, Wash. DC and San Diego 1999 and 1998) "California's Business & Professions Code Section 17200" (California Bar Association, Lake Tahoe 1997), "Preparation of Competitive Business Practices Cases" (Continuing Education of the Bar, Sacramento 1997), and "The Cable Communications Policy Act of 1984" (California State University, Fullerton 1993).

### **Robert M. Bramson Representative Cases**

*Klussman v. Cross Country Bank* (Alameda County Superior Court) Honorable Ronald Sabraw and Honorable Lawrence Appel, presiding. Co-counsel for a consumer class against credit card issuer. Shortly before trial was due to commence, a settlement was negotiated that resulted in the recovery of consideration exceeding \$21 million.

*Boltz v. Buena Vista Home Entertainment, et al.* (Los Angeles Superior Court) Honorable Anthony Mohr, presiding. Co-counsel on behalf of a nationwide class of hard of hearing persons seeking "close captioning" of content on the DVDs distributed to the public by four major motion picture studios. Case was settled by stipulations to industry-changing injunctions requiring greater captioning.

*Acree v. General Motors Acceptance Corp.* (Sacramento Superior Court; Third District Court of Appeal) Honorable James Long, presiding. Class action challenging insurance charges imposed upon borrowers by defendant. Following extended trial and multiple appeals, judgment for class and award of fees against defendant totaling approximately \$7,000,000 upheld on appeal.

*In re Unocal Refinery Litigation* (Contra Costa Superior Court) Honorable Ignacio Ruvulo, presiding. One of two co-lead counsel for a class of victims exposed to a toxic chemical spill. Following extensive discovery, including several months of daily depositions, an \$80,000,000 settlement was negotiated.

*Pacific West Cable Company v. City of Sacramento, et al.* (U.S. District Court, E.D. Cal.) Honorable Milton L. Schwarz, presiding. Antitrust jury trial on behalf of plaintiff. Case settled for \$12,000,000 after month-long presentation of plaintiff's case in chief.

*Coleman v. Sacramento Cable Television* (Sacramento Superior Court) Honorable Roger K. Warren, presiding. Judgment of \$2,400,000 obtained for clients in Bus. & Prof. Code §17200 “quasi-class” case, following 26 day trial.

*Campisi v. Chavez, et al.* (Arbitration) Charles E. Farnsworth, Esq., Referee, presiding. Defended clients against claims of breach of contract and breach of fiduciary duty. Three week arbitration proceeding resulting in ruling limiting plaintiff to amount stipulated as due.

*Pacific West Cable Company v. City of Sacramento, et al.* (U.S. District Court, E.D. Cal.) Honorable Milton L. Schwarz, presiding. Twenty-nine day jury trial challenging municipal cable franchising activities. Favorable jury verdicts (see 672 F. Supp. 1322) led to \$6,000,000 settlement for client as well as injunction permitting access to the market.

*Nor-West Cable Communications Partnership v. City of St. Paul* (U.S. District Court, D. Minn.) Honorable Joseph Alsop, presiding. Three month jury trial challenging municipal policy fostering monopolization of local cable television market.

*Furniture Creations, Inc. v. Universal Furniture* (Los Angeles Superior Court) Honorable Robert Einstein, presiding. Three week jury trial in breach of contract case resulting in \$1,000,000 verdict for clients.

#### **Robert M. Bramson Selected Published Decisions:**

*Klussman v. Cross Country Bank*, 134 Cal.App.4th 1283 (2005).

*Acree v. General Motors Acceptance Corp.*, 92 Cal.App.4<sup>th</sup> 385 (2001).

*Heartland Communications, Inc. v. Sprint Corp.*, 161 F.R.D. 111 (D. Kan. 1995).

*Preferred Communications, Inc. v. City of Los Angeles*, 13 F.3d 1327 (9<sup>th</sup> Cir.), *cert. denied*, 512 U.S. 1235 (1994).

*Gordon v. Ford Motor Credit Corp.*, 868 F. Supp. 1191 (N.D. Cal. 1992).

*Century Federal, Inc. v. City of Palo Alto*, 710 F.Supp. 1559 (N.D. Cal. 1988).

*Pacific West Cable Company v. City of Sacramento*, 672 F. Supp. 1322 (E.D. Cal. 1987) and 693 F. Supp. 865 (E.D. Cal. 1988).

*Colorado Springs Cablevision, Inc. v. Lively*, 579 F. Supp. 252 (D. Colo. 1984).

## **Alan R. Plutzik**

Alan R. Plutzik specializes in complex business litigation in federal and state courts. Areas of particular emphasis include consumer class actions, securities fraud and corporate governance litigation, antitrust and communications law. Mr. Plutzik is admitted to practice in California and the District of Columbia Bar (inactive member) and is a member of the bars of the United States Supreme Court, the Second, Third, Eighth, Ninth, Tenth and District of Columbia Circuits and a number of federal district courts.

Mr. Plutzik joined the firm upon his graduation from the University of California at Berkeley's Boalt Hall School of Law in 1977. He received his undergraduate degree from St. John's College, Annapolis, Maryland, in 1971, and holds an M. A. from Stanford University.

Mr. Plutzik has handled a wide variety of class actions and derivative cases. He has represented, among other clients,

- investors in securities class actions;
- shareholders in corporate derivative suits;
- victims of consumer fraud;
- parties alleging breach of contract by insurance companies and other corporations;
- limited partners challenging conduct by their general partners;
- consumers and businesses harmed by price-fixing and other anticompetitive conduct;
- employees in ERISA and wage/hour cases;
- property owners in litigation challenging policies that affect their property rights;
- purchasers of mislabeled and defective products;
- home buyers in suits brought under the Real Estate Settlement Procedures Act;
- victims of toxic pollution; and
- Subscribers to cellular, landline telephone, cable TV and Internet-delivered services.

Mr. Plutzik has also represented technology companies in litigation and arbitration, and broadcasters, cable television companies, communications common carriers and consumers in litigation and in administrative proceedings before the Federal Communications Commission and the California Public Utilities Commission. He has been designated a Northern California SuperLawyer.



Mr. Plutzik has written or lectured on topics that include class actions, California consumer law, substantive and procedural issues under the federal securities laws, First Amendment issues, cable television franchising and legal issues arising from cable television companies' access to utility poles and real estate developments. He twice appeared as a guest radio commentator on the Len Tillem Show on KGO-Radio in San Francisco, discussing class actions, consumer protection law and investor rights.

Mr. Plutzik has served as a judge *pro tem* on the Contra Costa County (Cal.) Superior Court and as a Discovery Facilitator assisting the Court. From 2002 through 2017, he was President of the Warren W. Eukel Teacher Trust, a charity that honors outstanding teachers in Contra Costa County.

### **Alan R. Plutzik Representative Cases**

*In re Pacific Bell Late Fee Litigation* (Contra Costa County Superior Court). Mr. Plutzik was co-lead counsel for the plaintiffs in a consumer class action challenging the validity of a landline telephone company's late fees in light of California statutory limitations on liquidated damages. A \$38 million settlement was negotiated and approved by the Court.

*Patrick v. California Physicians' Service dba Blue Shield of California* (San Francisco County, California Superior Court and United States District Court for the Northern District of California). Mr. Plutzik represented the plaintiffs in a class action for consumer fraud, unfair business practices and violations of ERISA arising from allegedly deceptive and unfair practices by a health insurance company in connection with patient co-payments for hospital treatment. A settlement of \$20 million was negotiated after the close of discovery.

*In re Cellphone Termination Fee Cases – Handset Locking Actions* (Alameda County, California Superior Court). Mr. Plutzik served as co-lead counsel in five coordinated cases challenging the secret locking of cellphone handsets by major national wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements were approved in all five cases on terms that required the cellphone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cellphone consumers nationwide regarding the locking and unlocking of cellphone handsets.

*In re Cellphone Termination Fee Cases – Early Termination Fee Cases* (Alameda County, California Superior Court and Federal Communications Commission). Mr. Plutzik was Liaison Counsel and a member of the plaintiffs' Executive Committee in connection with claims challenging the validity under California law of early termination fees ("ETFs") imposed by national cellphone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of \$21 million. In a second case against Sprint, the Court ruled after trial that more than \$73 million of flat early termination fees that Sprint PCS had collected from California consumers over an eight-year period were void and unenforceable, and enjoined Sprint from collecting an additional \$225 million of such charges that had been billed but not paid. The Court approved a settlement that left that injunction in place and provided for refunds to members of the Class. The ETF litigation has led

to numerous published appellate decisions, including *In Re Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380 (2010), *Cellphone Termination Fee Cases* 193 Cal.App.4th 298 (2011), and *Ayyad v. Sprint Spectrum, L.P.*, 210 Cal.App.4th 851 (2012).

*Guyette v. Viacom, Inc.* (Alameda County, California Superior Court). Mr. Plutzik was co-counsel for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with the subscribers. A settlement was negotiated shortly before trial under which defendants paid the class \$13 million in cash.

*Green v. Metropolitan Life Insurance Co.* (San Francisco County, California Superior Court). Mr. Plutzik was co-counsel for a California class of MetLife policy holders in a class action alleging that MetLife had engaged in “twisting,” “churning” and other misconduct in the sale of replacement life insurance policies. After the California class was certified, the case settled on a nationwide basis for consideration in excess of \$1 billion.

*Gastelum v. Frontier California Inc.* (San Francisco County, California, Superior Court). Mr. Plutzik represented a California plaintiff class of landline telephone customers who challenged late payment charges as improper liquidated damage provisions and unfair business practices under California law. A settlement was negotiated and approved that provides for the payment to the class members of \$10.6 million in cash or bill credits, for the separate payment of attorney fees and for the entry of an injunction limiting future late payment charges.

*In re Pacific Lumber Company Securities Litigation* (United States District Court, Southern District of New York). Mr. Plutzik was counsel for the plaintiff class in a securities class action arising out of a tender offer for Pacific Lumber Company by a corporate raider. The plaintiff class recovered in excess of \$140 million.

*In re Worlds of Wonder Securities Litigation* (United States District Court, Northern District of California). Mr. Plutzik was co-lead counsel for the plaintiff class in a securities fraud class action against officers, directors, venture capitalists and auditors of failed toy company in a case raising complex accounting and auditing issues. After percipient and expert discovery, summary judgment, appeal and remand, a settlement was reached against the company's auditor, Deloitte & Touche, LLP, for \$9 million. The case resulted in a number of published opinions – e.g., *In re Worlds of Wonder Securities Litigation*, 35 F.3d 1407 (9th Cir. 1994), *cert. denied*, 516 U.S. 868 (1995); 694 F. Supp. 1427 (N.D. Cal. 1988); 721 F. Supp. 1140 (N.D. Cal. 1989); 1990 U.S. Dist. LEXIS 18396, [1990-91 Transfer Binder] Fed. Sec. L. Rep. (CCH) 95,689 (N.D. Cal. 1990); 147 F.R.D. 208 (N.D. Cal. 1992).

*McCall v. Newkirk Capital LLC* (Connecticut Superior Court, New Britain Judicial District). Mr. Plutzik represented a class of investors in 90 limited partnerships in a suit arising out of a consolidation, or “rollup,” of the partnerships. A settlement was negotiated and approved by the Court that provided for the class to receive significant consideration, including cash, additional partnership units and a restructuring of certain assets and agreements with the general partner and its affiliates.

*In re Daisy Systems Securities Litigation* (United States District Court, Northern District of California). Mr. Plutzik represented a plaintiff class in a securities fraud class action against the directors and officers of a Silicon Valley company. A \$13.1 million settlement was reached.

*Hodge v. Franklin Select Realty Trust* (San Mateo County, California Superior Court). Mr. Plutzik was co-counsel for a shareholder class in a claim against directors and officers of a real estate investment trust and others, arising out of merger with two other related companies. A settlement of \$4 million was negotiated.

*Barnett v. Glenborough Pension Investors* (San Mateo County, California Superior Court). Mr. Plutzik was co-counsel for a plaintiff class of limited partners in a claim against general partners, attorneys and lenders arising from the restructuring of a real estate limited partnership. A settlement of approximately \$3 million was reached after the close of expert discovery.

*In re Technical Equities Federal Securities Litigation* (United States District Court, Northern District of California). Mr. Plutzik represented the plaintiff class in a securities fraud class action against directors, officers, auditors, attorneys, lenders and investment bankers of a public corporation that operated a complex Ponzi scheme. A global classwide settlement in the amount of \$13 million was reached shortly before trial. *See In re Technical Equities Federal Securities Litigation*, 1988 U.S. Dist. LEXIS 15813, [1988-89 Transfer Binder] Fed. Sec. L. Rep. (CCH) P 94, 093 (N.D. Cal. Oct. 3, 1988)

*Daniels v. Centennial Group* (Orange County, California Superior Court). Mr. Plutzik was co-counsel for the plaintiff class in a claim for fraud, negligent misrepresentation and breach of fiduciary duty against general partners and promoters arising from a "roll-up" of six real estate limited partnerships. A settlement of approximately \$4 million was reached on behalf of the investors. The case resulted in an important published opinion regarding the standards for class certification under California law – *Daniels v. Centennial Group, Inc.*, 16 Cal.App.4th 467 (1993).

*Harbor Finance Partners v. BKP Capital Management et al.* (San Francisco County Superior Court). Mr. Plutzik was co-counsel for a plaintiff class consisting of both individual and institutional investors in an action asserting claims of misrepresentation, breach of fiduciary duty and unfair business practices against a hedge fund, its general partner, its auditor and others. The action settled on terms favorable to the class.

*Condes v. Evercom et al.* (Alameda County, California Superior Court). Mr. Plutzik was co-counsel for a class of recipients of inmate telephone calls. A partial class settlement which, together with individual settlements, resulted in the recovery of more than \$1 million was negotiated and approved by the Court.

*NV Security, Inc. v. Fluke Networks, Inc.* (U.S. District Court, Central District of California). Mr. Plutzik was counsel in a class action on behalf of purchasers of allegedly defective telephone line equipment. A settlement was negotiated that included monetary and injunctive relief for class members.

*McCullough v. Jameson* (United States District Court for the Northern District of California) – Individual and derivative case on behalf of shareholders of a privately held oil company for alleged misappropriation of corporate opportunities and other breaches of fiduciary duties. The case settled favorably.

*Stock Options Backdating Derivative Cases* (United States District Court, Northern District of California) – Mr. Plutzik served as Liaison Counsel in a number of corporate derivative cases in the United States District Court for the Northern District of California alleging the improper backdating of stock options, including *In re Integrated Silicon Solutions Derivative Cases*, *In re Actel Derivative Cases* and *In re Chordiant Derivative Cases*. Successful results were achieved in all of those cases.

*In re Washington Public Power Supply Securities Litigation* (United States Court of Appeals for the Ninth Circuit) – Mr. Plutzik represented a class action law firm in a case that established important principles regarding the compensation of plaintiffs’ counsel in federal class actions. The case resulted in a published opinion. *In re Washington Public Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1300 (9<sup>th</sup> Cir. 1994).

*Antitrust Direct and Indirect Purchaser Class Actions* – Mr. Plutzik has served in a leadership position in numerous antitrust class actions, including *In re Methionine Direct Purchaser Antitrust Litigation* (United States District Court for the Northern District of California), *In re California Indirect Purchaser MSG Antitrust Litigation* (San Francisco County Superior Court) and *In re California Infant Formula Indirect Purchaser Antitrust Litigation* (San Francisco County Superior Court).

*California Community Television Association v. Pacific Gas & Electric Company* (Alameda County, California Superior Court), *Group Cable v. PG&E* (United States District Court for the Northern District of California) and *California Community Television Association v. Pacific Gas & Electric Company* (California Public Utilities Commission) – associational and class action cases alleging antitrust and related business tort claims for denial of access to utility poles on reasonable terms, and administrative action seeking regulatory ruling setting fair and reasonable prices and terms, brought on behalf of California cable television companies against a public utility. The cases were settled on terms that permitted favorable conditions of access to the poles.

*Lucero v. Frederick's of Hollywood, Inc.* (Santa Clara County, California Superior Court). Mr. Plutzik served as lead counsel for an employee class in this wage and hour class action. A \$950,000 settlement was approved by the Court.

*USA Media Group LLC v. Truckee Donner Public Utility District* (United States District Court for the Eastern District of California). Mr. Plutzik represented a cable television company in a claim brought against a public utility district for constitutional and antitrust violations and related state-law claims arising from restrictions imposed by the public utility district on the cable television company's access to utility poles owned by the public utility district, which was planning to offer competitive cable television service. The case settled on terms that permitted

the cable television company to continue to obtain access the poles on reasonable terms and conditions.

*Tele-Communications of Key West, Inc. v. United States* (United States District Court, District of the District of Columbia). Mr. Plutzik represented a cable television company in constitutional litigation arising from its provision of service on Homestead Air Force Base. *Telecommunications of Key West, Inc. v. United States*, 757 F.2d 1330 (D.C. Cir. 1985).

*Citizens Cable Communications Co. v. Cox Cable Communications Co.* (United States District Court for the Northern District of Indiana). Mr. Plutzik represented a cable television company in litigation arising from an option to purchase a cable television system in a neighboring community. The case settled favorably during trial.

### **Daniel E. Birkhaeuser**

Daniel E. Birkhaeuser received his law degree from the University of California, Davis in 1988. While at Davis, he served as an Editor of the *U.C. Davis Law Review*.

Following graduation, Mr. Birkhaeuser joined the law firm of McCutchen, Doyle, Brown and Enersen. At the McCutchen firm, he represented plaintiffs and defendants in a wide variety of complex civil litigation matters including real estate, bankruptcy and environmental litigation. In 1991, Mr. Birkhaeuser co-chaired an eight week trial in *Quadrant Corporation v. First Interstate Bank*, Contra Costa County Superior Court Action No. C90-03855 recovering for his client over \$15 million which, at that time, was the largest jury verdict in Contra Costa County history.

In 1992, Mr. Birkhaeuser began to focus his career on class action litigation at the trial and appellate levels. One such matter, *Harris v. Chase Manhattan Bank*, N.A. (1994) 34 Cal. App. 4th 1563, resulted in a favorable decision, the reasoning of which was affirmed by the California Supreme Court in a companion case entitled *Smiley v. Citibank* (1995) 11 Cal. 4th 138, and ultimately by the United States Supreme Court in the same case. *Smiley v. Citibank* (1996) 517 U.S. 735.

Mr. Birkhaeuser joined the firm in 1994 and became a partner in 1997. At the firm, he has prosecuted class action cases involving insurance, false nutritional labeling, price fixing and securities fraud. Mr. Birkhaeuser served in a leadership position in *In Re Kansas Vitamin Antitrust Litigation* and *In re Wisconsin Vitamin Antitrust Litigation*, which were coordinated through proceedings in the District of Columbia and consolidated with *parens patriae* actions brought by attorneys general in 23 jurisdictions. He served on plaintiffs' Executive Committee in *In re DRAM California Indirect Purchaser Antitrust Litigation* and *In re California Polyester Indirect Purchaser Antitrust Litigation*, and serves as Co-Lead Counsel in *In Re Korean Ramen Indirect Purchaser Antitrust Litigation*. He has also represented indirect purchaser plaintiffs in antitrust matters alleging price fixing in the "Flash Memory," Cathode Ray Tube, Automobile, and Paper industries. He has also served as a judge *pro tem* in the Contra Costa Superior Court.

### **Other Significant Cases:**

*Van Warmerdam v. Honey Hill Farms* (arbitration) Honorable William Boone, presiding. Lead counsel in complex contract dispute resulting in verdict in client's favor on complaint and cross-complaint.

*Meadow Wood Land Company v. Landmark Vineyards, Ltd, et. al.*, First Appellate District No. AO43692. Lead counsel for defendants and respondents in case which settled favorably after the filing of Respondents' brief on appeal.

*Leshar Communications, Inc. v. City of Walnut Creek*, 52 Cal. 3d 531 (1991). Landmark decision under California Environmental Quality Act addressing City's ability to amend general plan by voter initiative.

*Acree v. General Motors, Inc.*, 92 Cal. App. 4th 385 (2001). Important decision defining scope of covenant of good faith and fair dealing and reasonableness of fee award after class action trial against tenacious defendant.

*Morelli v. Weider Nutrition Group, Inc.*, 275 A.D.2d 607, 712 N.Y.S. 2d 551 (1<sup>st</sup> Dept. 2000). Case of first impression holding that plaintiffs' claims for false nutritional labeling were not preempted by the Nutritional Labeling and Education Act.

*Figueroa v. Sharper Image Corp.*, 517 F. Supp. 2d 1292 (S.D. Fla. 2007). Lead counsel for objector/class member in state court action who, joined by attorneys general from 35 states, successfully defeated settlement of later-filed federal action on the ground that the settlement was unfair.

*Vassalle v. Midland Funding*, 708 F. 3d 747 (6th Cir. 2013) Co-lead counsel for objector in which the Court rejected a proposed class action settlement of claims relating to affidavits containing false representations of personal knowledge.

### **Jennifer S. Rosenberg**

Jennifer S. Rosenberg is senior counsel with the firm. She received her A.B. in political science, with great distinction in general scholarship, in 1981 from the University of California at Berkeley. She is a member of Phi Beta Kappa. Ms. Rosenberg obtained her law degree from Berkeley Law (Boalt Hall) in 1985.

From 1985 to 1987, Ms. Rosenberg was an associate with the law firm of McKenna, Conner & Cuneo, specializing in banking law. Before joining Bramson, Plutzik, Mahler & Birkhaeuser, she was associated with McCutchen, Doyle, Brown & Enersen, practicing commercial litigation and land use litigation. As an adjunct professor at the University of San Francisco, she has taught business law and business ethics in the undergraduate and MBA programs of the McLaren School of Business.

Ms. Rosenberg is the principal drafter and editor of the class action forms in Justice Maria Rivera's *California Practice Guide: Civil Procedure Before Trial Forms* (The Rutter Group), the companion volume to Weil & Brown, *California Practice Guide: Civil Procedure*

*Before Trial* (The Rutter Group). She has published articles in *California Lawyer* and *Business Voice* magazines and edited the 1994 edition of Remy, Thomas & Moose's *Guide to the California Environmental Quality Act*.

At Bramson, Plutzik, Mahler & Birkhaeuser, Ms. Rosenberg has focused on the prosecution of consumer class actions. Ms. Rosenberg is admitted to practice in California and is a member of the bars of the federal district courts of California and of the Ninth Circuit. She has acted as a judge pro tem for civil matters and as a small claims appeals judge in Superior Court, as well as a fee arbitrator.

Ms. Rosenberg has served as a board member and President of Contra Costa Midrasha, a supplementary Jewish education program, and volunteers weekly to read aloud to incarcerated youth at the Contra Costa County Juvenile Detention Center.

**Selected Published Decisions:**

*Ayyad v. Sprint Spectrum, L.P.*, 210 Cal.App.4th 851 (2012)

*Figueroa v. Sharper Image Corporation*, 517 F.Supp.2d 1292 (S.D. Fla. 2007)

*Acree v. General Motors Acceptance Corporation*, 92 Cal. App. 4th 385 (2001)

*Mangini v. Aerojet-General Corporation*, 230 Cal.App.3d 1125 (1991)

**Paul F. Mahler (Of Counsel)**

Paul F. Mahler is a 1980 graduate of the University of California, Boalt Hall School of Law. After working several years in-house at a major educational company headquartered in San Francisco, Mr. Mahler joined the firm in 1985, became a partner in 1997 and is currently of counsel to the firm.

Mr. Mahler handles business transactions, representing primarily small and medium-sized businesses. Mr. Mahler's transactional work includes entity formation and agreements among owners; the purchase and sale of assets, stock or other interests; intellectual property issues; employment matters; and commercial real estate matters, primarily in leasing. His clients include high technology companies, biotechnology companies, accounting and insurance firms and companies with significant retail store operations.

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT B**

18 **AMENDED STIPULATION OF CLASS SETTLEMENT**

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1 MAYER BROWN LLP  
ANDREW Z. EDELSTEIN (SBN 218023)  
2 [aedelstein@mayerbrown.com](mailto:aedelstein@mayerbrown.com)  
350 South Grand Avenue, 25th Floor  
3 Los Angeles, California 90071-1503  
Telephone: (213) 229-9500  
4 Facsimile: (213) 625-0248

5 MAYER BROWN LLP  
HANS J. GERMANN (*Admitted Pro Hac Vice*)  
6 [hgermann@mayerbrown.com](mailto:hgermann@mayerbrown.com)  
71 S. Wacker Drive  
7 Chicago, IL 60606  
Telephone: (312) 782-0600  
8 Facsimile: (312) 701-7711

9 Attorneys for Defendant  
DIRECTV, LLC

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

IZARD, KINDALL & RAABE, LLP  
ROBERT A. IZARD  
[rizard@ikrlaw.com](mailto:rizard@ikrlaw.com)  
MARK P. KINDALL (Cal. Bar No. 138703)  
[mkindall@ikrlaw.com](mailto:mkindall@ikrlaw.com)  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
Telephone: (860) 493-6292

Attorneys for Plaintiffs and the  
Plaintiff Class

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

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

Plaintiffs,

v.

21 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

1 MDU's exterior walls or rooftop.

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

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

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

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

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

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

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

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

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

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

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

11 **III. TERMS OF SETTLEMENT**

12 5. Change in Policy. For any installations of its equipment on or in common or  
13 restricted areas of MDUs in California, DIRECTV shall obtain consent directly from an owner  
14 or Property Manager before installing facilities on or in such common or restricted areas.  
15 DIRECTV shall obtain consent in one of two ways: (i) in writing with the Landlord/Property  
16 Manager signature on a document containing the language in Exhibit C, or (ii) by the installation  
17 technician and/or a supervisor obtaining oral consent directly from the Landlord/Property  
18 Manager and recording that consent in a document containing the language in Exhibit D, which  
19 shall be signed by the DIRECTV employee or agent who received the consent, certifying that  
20 the signing person spoke directly to the Landlord/Property Manager who approved the  
21 installation and identifying the person from whom oral consent was obtained.

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

28 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



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

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

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

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

26 17. Objections. The Class Notice shall provide that those Class Members who wish to  
27 object to the Settlement, to the application for incentive awards, and/or to the application for  
28 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**

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

14    **VIII. AUTHORITY; NO PRIOR ASSIGNMENT**

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

19    **IX. MUTUAL FULL COOPERATION**

20           22.    The Parties agree to fully cooperate with each other to accomplish the terms of this  
21 Stipulation of Settlement, including but not limited to, executing such documents and taking such  
22 other action as may reasonably be necessary to implement the terms of this Stipulation of  
23 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all  
24 efforts contemplated by this Stipulation of Settlement, and any other efforts that may become  
25 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the  
26 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,  
27 Class Counsel shall, with the assistance and cooperation of DIRECTV and its counsel, take all  
28 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.

6 *On behalf of Plaintiffs and as Class  
7 Representatives:*

8 Dated:

\_\_\_\_\_  
Plaintiff LBM Properties, LLC

9 By: \_\_\_\_\_

10 Title: \_\_\_\_\_

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13 Dated:

\_\_\_\_\_  
Plaintiff Posamar, LLC

14 By: \_\_\_\_\_

15 Title: \_\_\_\_\_

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19 Dated:

\_\_\_\_\_  
Plaintiff Amila, LLC

20 By: \_\_\_\_\_

21 Title: \_\_\_\_\_

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25 Dated:

\_\_\_\_\_  
Plaintiff George Kefalas

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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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Dated:

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:

4/16/19



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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Dated:

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: 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Remain in the class and accept the settlement.</b></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.
<b>ASK TO BE EXCLUDED BY [DATE]</b>	<p><b>Get out of this lawsuit. Not be part of any judgment or settlement. Keep your right to sue separately for an injunction.</b></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>
<b>OBJECT</b>	<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](http://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](http://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](http://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](http://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](http://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](http://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

1 BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP  
2 ALAN R. PLUTZIK (Bar No. 077785)  
[aplutzik@bramsonplutzik.com](mailto:aplutzik@bramsonplutzik.com)  
3 JENNIFER S. ROSENBERG (Bar No. 121023)  
jrosenberg@bramsonplutzik.com  
4 2125 Oak Grove Road, Suite 120  
5 Walnut Creek, California 94598  
Telephone: (925) 945-0200  
6

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*

7  
8 IZARD, KINDALL & RAABE, LLP  
9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
10 29 South Main Street, Suite 305  
West Hartford, CT 06107  
11 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  
Limited Liability Company, POSAMAR, LLC  
16 (“Posamar”), a California Limited Liability  
Company, AMILA, LLC (“Amila”), a California  
17 Limited Liability Company, and GEORGE  
18 KEFALAS, an individual, on behalf of themselves  
and all others similarly situated,

19 Plaintiffs,

20 v.

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

24 Defendants.  
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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

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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

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

AMENDED STIPULATION OF CLASS SETTLEMENT

# EXHIBIT F

Proposed Final Judgment



1 BRAMSON, PLUTZIK, MAHLER &  
 BIRKHAUSER, LLP  
 2 ALAN R. PLUTZIK (Bar No. 077785)  
aplutzik@bramsonplutzik.com  
 3 JENNIFER S. ROSENBERG (Bar No. 121023)  
 jrosenberg@bramsonplutzik.com  
 4 2125 Oak Grove Road, Suite 120  
 Walnut Creek, California 94598  
 5 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*

8 IZARD, KINDALL & RAABE, LLP  
 9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
 10 29 South Main Street, Suite 305  
 West Hartford, CT 06107  
 11 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  
 Limited Liability Company, POSAMAR, LLC  
 16 ("Posamar"), a California Limited Liability  
 Company, AMILA, LLC ("Amila"), a California  
 17 Limited Liability Company, and GEORGE  
 KEFALAS, an individual, on behalf of themselves  
 18 and all others similarly situated,

19 Plaintiffs,

20 v.

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

24 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.

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

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

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

22           8.       Pursuant to the Settlement Agreement, California Code of Civil Procedure Section  
23 664.4 and Rule 3.769(h) of the California Rules of Court, this Court retains jurisdiction over the  
24 parties to enforce the terms of the Stipulation of Settlement, the Final Approval Order, and this  
25 Judgment.

26           JUDGMENT ENTERED: \_\_\_\_\_

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Dated:

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Kenneth Freeman  
Judge of the Superior Court

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



1 BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP  
2 ALAN R. PLUTZIK (Bar No. 077785)  
[aplutzik@bramsonplutzik.com](mailto:aplutzik@bramsonplutzik.com)  
3 JENNIFER S. ROSENBERG (Bar No. 121023)  
jrosenberg@bramsonplutzik.com  
4 2125 Oak Grove Road, Suite 120  
5 Walnut Creek, California 94598  
Telephone: (925) 945-0200  
6

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*

7  
8 IZARD, KINDALL & RAABE, LLP  
9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
10 29 South Main Street, Suite 305  
West Hartford, CT 06107  
11 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  
Limited Liability Company, POSAMAR, LLC  
16 (“Posamar”), a California Limited Liability  
Company, AMILA, LLC (“Amila”), a California  
17 Limited Liability Company, and GEORGE  
KEFALAS, an individual, on behalf of themselves  
18 and all others similarly situated,

19  
20 Plaintiffs,

21 v.

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

24 Defendants.  
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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

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT C**

18 **TEXT OF AMENDED STIPULATION OF CLASS SETTLEMENT**  
19 **SHOWING CHANGES FROM STIPULATION FILED WITH THE**  
20 **COURT ON JANUARY 28, 2019**

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1 MAYER BROWN LLP  
2 ANDREW Z. EDELSTEIN (SBN 218023)  
3 [aedelstein@mayerbrown.com](mailto:aedelstein@mayerbrown.com)  
4 350 South Grand Avenue, 25th Floor  
5 Los Angeles, California 90071-1503  
6 Telephone: (213) 229-9500  
7 Facsimile: (213) 625-0248

5 MAYER BROWN LLP  
6 HANS J. GERMANN (*Admitted Pro Hac Vice*)  
7 [hgermann@mayerbrown.com](mailto:hgermann@mayerbrown.com)  
8 71 S. Wacker Drive  
9 Chicago, IL 60606  
10 Telephone: (312) 782-0600  
11 Facsimile: (312) 701-7711

9 Attorneys for Defendant  
10 DIRECTV, LLC

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

IZARD, KINDALL & RAABE, LLP  
ROBERT A. IZARD  
[rizard@ikrlaw.com](mailto:rizard@ikrlaw.com)  
MARK P. KINDALL (Cal. Bar No. 138703)  
[mkindall@ikrlaw.com](mailto:mkindall@ikrlaw.com)  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
Telephone: (860) 493-6292

Attorneys for Plaintiffs and the  
Plaintiff Class

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

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

Plaintiffs,

v.

22 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  
10 individually and on behalf of a putative class of similarly situated owners of MDUs in the State  
11 of California upon or in common or restricted areas of which DIRECTV or its alleged agents  
12 have permanently installed satellite television dishes and other equipment. Plaintiffs allege in  
13 this Action that DIRECTV has a uniform statewide policy under which it installs and maintains  
14 its equipment in common or restricted areas - such as rooftops - of MDUs owned by Plaintiffs  
15 and other property owners (“Landlords”) without seeking or obtaining consent directly from  
16 Landlords or their agents. Instead, Plaintiffs contend, DIRECTV’s uniform policy and practice  
17 is to accept representations by tenants that their Landlords have approved such attachments.  
18 Plaintiffs contend that this policy and practice constitutes an “unfair business practice” in  
19 violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the  
20 “UCL”). Plaintiffs also assert individual claims for negligence based on alleged DIRECTV  
21 installs on properties Plaintiffs 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  
5           Defendant DirecTV, LLC or its agents (“DirecTV”) have permanently installed  
6           DirecTV equipment.

7           Class Cert Order at 4 & 24. The Court certified the class as an “injunction only” class. *Id.*  
8           Notice 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  
15               titled *LBM Properties, LLC, et al. v. DIRECTV, LLC*, filed in the Superior Court of Los Angeles  
16               County, 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  
22               Settlement to be made available on the Settlement-related website established by the settlement  
23               administrator, 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

1 the MDU's exterior walls or rooftop.

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

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

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

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

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

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

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

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

3 p. "Settlement" means the settlement embodied in this Stipulation.

4 q. "Class" means the class the Court certified in the Class Cert Order.

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

11 **III. TERMS OF SETTLEMENT**

12 5. Change in Policy. For any installations of its equipment on or in common or  
13 restricted areas of MDUs in California, DIRECTV shall obtain consent directly from an owner  
14 or Property Manager before installing facilities on or in such common or restricted areas.  
15 DIRECTV shall obtain consent in one of two ways: (i) in writing with the Landlord/Property  
16 Manager signature on a document containing the language in Exhibit C, or (ii) by the  
17 installation technician and/or a supervisor obtaining oral consent directly from the  
18 Landlord/Property Manager and recording that consent in a document containing the language  
19 in Exhibit D, which shall be signed by the DIRECTV employee or agent who received the  
20 consent, certifying that the signing person spoke directly to the Landlord/Property Manager  
21 who approved the installation and identifying the person from whom oral consent was  
22 obtained.

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

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

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

14 **IV.   INCENTIVE AWARDS AND FEES**

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

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

1 as Exhibit G prior to receiving any such funds.

2 b. Plaintiffs may make an application for an incentive award not to exceed  
3 \$15,000 for each Plaintiff, and Defendant will not oppose such application. An incentive award  
4 consistent with this paragraph that is granted by the Court shall be paid within thirty (30) days of  
5 the Effective Date or thirty (30) days after a judicial determination of a reasonable incentive  
6 award becomes final and nonappealable, whichever is later.

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

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

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

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

26 **V. RELEASES**

27 10. On and as of the Effective Date:

28 i. The Releasing Parties shall be deemed to have, and by operation of law

1 shall have, fully released and forever discharged the Released Parties from any and all UCL  
2 claims that were asserted in the Action or that could have been asserted in this Action based on  
3 the conduct alleged in the FAC.

4 ~~ii. — Plaintiffs and the Settlement Class additionally expressly waive any and~~  
5 ~~all rights they have under section 1542 of the California Civil Code, which provides:~~

6 ~~A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS~~  
7 ~~WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT~~  
8 ~~TO EXIST IN HIS OR HER FAVOR AT THE TIME OF~~  
9 ~~EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM~~  
10 ~~OR HER MUST HAVE MATERIALLY AFFECTED HIS OR~~  
11 ~~HER SETTLEMENT WITH THE DEBTOR.~~

12 ~~iii.ii.~~ Notwithstanding subparagraphs i. ~~and ii.~~ of this Article, the release  
13 provided for in this Article shall not include or apply to claims for damages, which are not  
14 available under the UCL.

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

16 11. Procedures. The Parties agree to the following procedures for requesting the  
17 Court’s preliminary approval of the Settlement, notifying the Class, and requesting final approval  
18 of the Settlement.

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

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

26 14. Request for Entry of Preliminary Approval Order. Plaintiffs shall request the  
27 Court to enter a Preliminary Approval Order, substantially in the form of Exhibit H hereto,  
28 preliminarily approving the proposed settlement and setting a date for the Settlement Fairness

1 Hearing. The Preliminary Approval Order shall provide for notice of the pendency of this  
2 Action and of the Stipulation of Settlement to be sent to the Settlement Class as specified herein.

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

6 a. If and to the extent so authorized by the Court, the Summary Notice shall be  
7 provided to the Class, substantially in the form of Exhibit B, by publication.

8 Publication shall be in the following newspapers, each with 4 insertions of a  
9 1/6-page or smaller equivalent ad, once per week for four consecutive weeks:  
10 LA Times, Ventura County Star, Contra Costa Times, Sacramento Bee, San  
11 Diego Union Tribune, Riverside Press Enterprise, Fresno Bee, San Francisco  
12 Chronicle, San Jose Mercury News, and Orange County Register. In addition,  
13 notice shall be provided through online publication via paid online  
14 advertising, namely text link search ads on Google, Facebook banner  
15 advertising, and Twitter promoted tweet advertising.

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

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

24 16. Opt Outs. The Class Notice shall provide that Settlement Class Members who  
25 wish to exclude themselves from the settlement must submit a written request for exclusion  
26 ("opt-out"), postmarked on or before a date set by the Court. Such written request for exclusion  
27 must contain the Class Member's name, contact information, and the address(es) of the Class  
28 Member's rental property(ies). The opt-out must be personally signed and dated by (or, in the

1 case of a Class Member that is a corporation, a partnership or other business entity, on behalf of)  
2 the Class Member who seeks to opt out. The opt-out request must be sent by mail to the Notice  
3 Administrator. The postmark date of the mailing envelope shall be the exclusive means used to  
4 determine whether a request for exclusion (opt-out) has been timely submitted. Any Settlement  
5 Class member who requests exclusion (opts out) of the settlement will not be bound by the  
6 Stipulation of Settlement and shall not have any right to object, appeal, or comment thereon.  
7 The Notice Administrator shall provide Class Counsel and counsel for DIRECTV with copies of  
8 all opt outs within 30 days of the end of the opt-out period.

9 17. Objections. The Class Notice shall provide that those Class Members who wish  
10 to object to the Settlement, to the application for incentive awards, and/or to the application for  
11 attorney's fees and expenses may appear at the Fairness Hearing and/or~~must~~ mail a written  
12 statement of objection to the Notice Administrator on or before a date set by the Court. The  
13 postmark date of the mailing shall be the exclusive means for determining that a Notice of  
14 Objection is timely. The Notice of Objection must state the basis for the objection. Members of  
15 the Settlement Class who fail to make objections at the Fairness Hearing and/or in writing in the  
16 manner specified above shall be deemed to have waived any objections and shall be foreclosed  
17 from making any objection (whether by appeal or otherwise) to the Stipulation of Settlement, the  
18 application for incentive awards, and the application for attorney's fees and expenses. At least 30  
19 days before the final approval hearing, the Notice Administrator shall provide copies of all  
20 written objections to Class Counsel and counsel for DIRECTV, and Class Counsel shall submit  
21 all written objections to the Court at least 14 days prior to the final approval hearing. The Court  
22 will also hear any Class Member who appears at the Fairness Hearing and requests to have his or  
23 her objection heard by the Court.

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

28 19. Settlement Fairness Hearing. After expiration of the deadline for requesting



1 exclusion from or objecting to the settlement, the Court shall conduct a Settlement Fairness  
2 Hearing to determine final approval of the Stipulation of Settlement, the application for incentive  
3 awards, and the application for attorney’s fees and expenses. The Parties shall present a proposed  
4 final order and proposed final judgment to the Court, substantially in the form of Exhibits E and  
5 F hereto, for the Court’s approval and entry. After entry of the Order, the Court shall have  
6 continuing jurisdiction for purposes of (i) addressing settlement administration matters; (ii)  
7 hearing and ruling on such post-Final Order matters as may be appropriate under Court rules or  
8 as set forth in this Stipulation of Settlement; (iii) administering, supervising, construing and  
9 enforcing this Stipulation in accordance with its terms, but without affecting the finality of the  
10 Judgment; and (iv) requiring DIRECTV to adhere to the practices and procedures set forth in  
11 Article III of this Stipulation.

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

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

26 **VIII. AUTHORITY; NO PRIOR ASSIGNMENT**

27 21. The signatories hereto represent that they are fully authorized to enter into this  
28 Stipulation and bind the parties to the terms and conditions hereof. Plaintiffs have not assigned,

1 transferred, or hypothecated (or purported to assign, transfer, or hypothecate) any of their claims  
2 in this Action.

3 **IX. MUTUAL FULL COOPERATION**

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

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

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

19 24. DIRECTV denies any and all claims alleged in the Complaint and denies all  
20 wrongdoing and liability whatsoever. This Stipulation of Settlement is not a concession or  
21 admission, and shall not be used against DIRECTV as an admission or indication with respect to  
22 any claim of any fault, concession or omission by DIRECTV. Whether or not the Stipulation of  
23 Settlement is finally approved, neither the Stipulation of Settlement, nor any document,  
24 statement, proceeding or conduct related to this Stipulation of Settlement, nor any reports or  
25 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
26 as, or deemed to be, evidence of a presumption, concession, indication or admission by  
27 DIRECTV of any liability, fault, wrongdoing, omission, concession or damage. The limitations  
28 set forth in this paragraph do not apply to any use of this Stipulation of Settlement by the Parties

1 to enforce this settlement following final approval by the Court.

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3 **XI. CONSTRUCTION**

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

9 **XII. CAPTIONS AND INTERPRETATIONS**

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

14 **XIII. MODIFICATION**

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

17 **XIV. INTEGRATION CLAUSE**

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

23 **XV. BINDING ON ASSIGNS**

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

27 **XVI. ENFORCEMENT**

28 30. The Parties agree that following entry of the final judgment approving this

1 Stipulation, this Stipulation of Settlement shall be enforceable by the Court and the Court shall  
2 retain exclusive and continuing jurisdiction of this action over all Parties and Settlement Class  
3 Members to interpret and enforce the terms, conditions, and obligations of the Stipulation of  
4 Settlement.

5 **XVII. COUNTERPARTS**

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

10 **XVIII. INVALID WITHOUT COURT APPROVAL**

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

15 **XIX. GOVERNING LAW**

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

19 *On behalf of Plaintiffs and as Class*  
20 *Representatives:*

21 Dated:

\_\_\_\_\_  
Plaintiff LBM Properties, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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26 Dated:

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Plaintiff Posamar, LLC

By: \_\_\_\_\_

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Plaintiff Amila, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

Plaintiff George Kefalas

BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP

Dated:

By: \_\_\_\_\_  
Alan R. Plutzik

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IZARD, KINDALL & RAABE, LLP

Dated:

By: \_\_\_\_\_  
Mark Kindall

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Attorneys for Plaintiffs and the Plaintiff Class

*ON BEHALF OF DEFENDANT DIRECTV,  
LLC:*

Dated:

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DIRECTV, LLC

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By: \_\_\_\_\_

Title: \_\_\_\_\_

MAYER BROWN LLP

By: \_\_\_\_\_  
Hans J. Germann

Attorneys for Defendant DIRECTV, LLC

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT D**

18 **TEXT OF LONG-FORM NOTICE SHOWING CHANGES FROM**  
19 **LONG-FORM NOTICE FILED WITH THE COURT ON**  
20 **JANUARY 28, 2019**

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**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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Remain in the class and accept the settlement.</b></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>

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	right to sue DIRECTV for damages caused by the installation of its equipment on your property.
<b>ASK TO BE EXCLUDED BY [DATE]</b>	<p><b>Get out of this lawsuit. Not be part of any judgment or settlement. Keep your right to sue separately for an injunction.</b></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>
<b>OBJECT BY [DATE]</b>	<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 <u>written such-objection must</u>-be mailed to the Settlement Administrator and postmarked on or before [DATE].The address of the Settlement Administrator is listed below. <u>You can also object in person at the Fairness Hearing on [DATE], whether you have submitted a written objection or not.</u></p>

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Your options are explained in this notice and at [www.DirectVMDUSettlement.com](http://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?**

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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](http://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](http://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

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QUESTIONS? GO TO

[WWW.DIRECTVMDUSETTLEMENT.COM](http://WWW.DIRECTVMDUSETTLEMENT.COM)

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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 \$15,000.00; 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](http://www.DIRECTVMDUSETTLEMENT.COM).

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~~DirectVMDUSettlement.com~~.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 ~~SS14, 312 N. Spring Street, 111 North Hill St.~~, 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?**

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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 ~~such an~~ written objection to be considered by the Court you -must send a letter, postmarked by \_\_\_\_\_, 2018, to *LBM Properties, et al., DIRECTV*, \_\_\_\_\_, containing your written 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.

~~Only Class Members who make this submission shall be entitled to be heard at the Final Approval Hearing.~~

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**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?**

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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](http://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.**

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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT E**

18 **TEXT OF SUMMARY NOTICE SHOWING CHANGES FROM**  
19 **SUMMARY NOTICE FILED WITH THE COURT ON**  
20 **JANUARY 28, 2019**

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**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 \$45,000.00; and DIRECTV agrees not to oppose an application for awards in such amounts.

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### 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~~ 11 North Hill Street, Los Angeles, CA 90012. ~~If you submit a valid and timely objection (see below), you or your attorney may appear at the Fairness Hearing to explain your objection.~~

### 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 ~~\$15,000.00~~ \$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 ~~must~~ may be submitted in writing ~~written~~ and mailed to *LBM Properties, et al., DIRECTV*, \_\_\_\_\_, postmarked on or before \_\_\_\_\_, setting forth your written statement of the specific objections, the grounds for

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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](http://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**

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT F**

18 **TEXT OF PROPOSED PRELIMINARY APPROVAL ORDER**  
19 **SHOWING CHANGES FROM PROPOSED PRELIMINARY**  
20 **APPROVAL ORDER FILED WITH THE COURT**  
21 **ON JANUARY 28, 2019**

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1 BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP  
2 ALAN R. PLUTZIK (Bar No. 077785)  
[aplutzik@bramsonplutzik.com](mailto:aplutzik@bramsonplutzik.com)  
3 JENNIFER S. ROSENBERG (Bar No. 121023)  
jrosenberg@bramsonplutzik.com  
4 2125 Oak Grove Road, Suite 120  
5 Walnut Creek, California 94598  
Telephone: (925) 945-0200  
6

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*

7  
8 IZARD, KINDALL & RAABE, LLP  
9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
10 29 South Main Street, Suite 305  
West Hartford, CT 06107  
11 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  
Limited Liability Company, POSAMAR, LLC  
16 (“Posamar”), a California Limited Liability  
Company, AMILA, LLC (“Amila”), a California  
17 Limited Liability Company, and GEORGE  
18 KEFALAS, an individual, on behalf of themselves  
and all others similarly situated,

19  
20 Plaintiffs,

21 v.

22 DIRECTV, LLC, a California Limited Liability  
Company, and DOES 1 through 100,  
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24 Defendants.  
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26  
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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. Any such Class Member must~~ submit a valid written statement of the specific  
24 objections, and documentary evidence identifying the objector as a Class Member, postmarked on,  
25 or before, \_\_\_\_\_, 2019, to the Settlement Administrator, pursuant to the instructions set  
26 forth in the Notice. ~~Only Class Members who made such a submission shall be entitled to be heard~~  
27 ~~at the Final Approval Hearing.~~ The Plaintiffs shall submit copies of all written objections to the  
28

1 Court and file their response to any written objections at least fourteen days prior to the final  
2 approval hearing.

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

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

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

22 **IT IS SO ORDERED.**

23 Dated:

24 \_\_\_\_\_  
25 Kenneth Freeman  
26 Judge of the Superior Court  
27  
28



1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT G**

18 **TEXT OF PROPOSED FINAL APPROVAL ORDER SHOWING**  
19 **CHANGES FROM PROPOSED FINAL APPROVAL ORDER FILED**  
20 **WITH THE COURT ON JANUARY 28, 2019**

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1 BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP  
2 ALAN R. PLUTZIK (Bar No. 077785)  
[aplutzik@bramsonplutzik.com](mailto:aplutzik@bramsonplutzik.com)  
3 JENNIFER S. ROSENBERG (Bar No. 121023)  
jrosenberg@bramsonplutzik.com  
4 2125 Oak Grove Road, Suite 120  
5 Walnut Creek, California 94598  
Telephone: (925) 945-0200  
6

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*

7  
8 IZARD, KINDALL & RAABE, LLP  
9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
10 29 South Main Street, Suite 305  
West Hartford, CT 06107  
11 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  
Limited Liability Company, POSAMAR, LLC  
16 (“Posamar”), a California Limited Liability  
Company, AMILA, LLC (“Amila”), a California  
17 Limited Liability Company, and GEORGE  
18 KEFALAS, an individual, on behalf of themselves  
and all others similarly situated,

19 Plaintiffs,

20 v.

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

24 Defendants.  
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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

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 ~~\$15,000.00~~\$5,000.00 per Plaintiff.

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

**IT IS SO ORDERED.**

Dated:

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Kenneth Freeman  
Judge of the Superior Court

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 LBM PROPERTIES, LLC (“LBM”), a  
4 California Limited Liability Company,  
5 POSAMAR, LLC (“Posamar”), a California  
6 Limited Liability Company, AMILA, LLC  
7 (“Amila”), a California Limited Liability  
8 Company, and GEORGE KEFALAS, an  
9 individual, on behalf of themselves and all others  
10 similarly situated,

Case No. BC-540043

11 Plaintiffs,

12 v.

13 DIRECTV, INC., et al.,

14 Defendants

15 SUPPLEMENTAL DECLARATION OF ALAN R. PLUTZIK IN SUPPORT OF PLAINTIFFS’  
16 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

17 **EXHIBIT H**

18 **PROPOSED PRELIMINARY APPROVAL ORDER**

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1 BRAMSON, PLUTZIK, MAHLER &  
BIRKHAUSER, LLP  
2 ALAN R. PLUTZIK (Bar No. 077785)  
[aplutzik@bramsonplutzik.com](mailto:aplutzik@bramsonplutzik.com)  
3 JENNIFER S. ROSENBERG (Bar No. 121023)  
jrosenberg@bramsonplutzik.com  
4 2125 Oak Grove Road, Suite 120  
5 Walnut Creek, California 94598  
Telephone: (925) 945-0200  
6

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*

7  
8 IZARD, KINDALL & RAABE, LLP  
9 MARK P. KINDALL (Bar #138703)  
mkindall@ikrlaw.com  
10 29 South Main Street, Suite 305  
West Hartford, CT 06107  
11 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  
Limited Liability Company, POSAMAR, LLC  
16 (“Posamar”), a California Limited Liability  
Company, AMILA, LLC (“Amila”), a California  
17 Limited Liability Company, and GEORGE  
KEFALAS, an individual, on behalf of themselves  
18 and all others similarly situated,

19  
20 Plaintiffs,

21 v.

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

24 Defendants.  
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28

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