

1 WHEREAS, the Parties engaged in substantial discovery, including party depositions,
2 percipient and expert witness depositions, and massive exchanges of documents, data, and
3 analyses;

4 WHEREAS, the Parties attended three (3) separate mediations with two separate
5 mediators, each of whom has substantial expertise regarding complex class action mediations, as
6 follows: (1) mediation with James Roberts on February 17, 2022, which was unsuccessful; (2) a
7 second mediation with James Roberts on October 3, 2022, which was ultimately unsuccessful;
8 and (3) a third mediation with Hon. Irma Gonzalez (Ret.) on June 19, 2024, which resulted in a
9 Mediator's Proposal;

10 WHEREAS, on June 20, 2024, the Mediator's Proposal containing substantially the same
11 terms described in this Settlement Agreement was mutually accepted by the Parties;

12 WHEREAS, the Parties recognize that, in the absence of an approved Settlement, they
13 would face a long course of litigation, including further extensive, costly and time-consuming
14 discovery, extensive motion practice, trial and potential appellate proceedings that would
15 consume time and resources and present each of them with ongoing litigation risks and
16 uncertainties;

17 WHEREAS, the Parties wish to avoid these risks and uncertainties, as well as the
18 consumption of time and resources, through settlement pursuant to the terms and conditions set
19 forth herein;

20 WHEREAS, based on their analysis and evaluation of a number of factors, and
21 recognizing the substantial risks of continued litigation, including the possibility that the
22 Litigation, if not settled now, might result in no recovery or a recovery that is less favorable to
23 the Plaintiffs, counsel for Plaintiffs is satisfied that the terms and conditions of this Agreement
24 are fair, reasonable and adequate and that this Agreement is in the best interests of the Covered
25 Individuals;

26 WHEREAS, the Named Plaintiffs, defined below, believe the Settlement set forth herein
27 serves the best interests of the Settlement Class based on all the facts and circumstances,
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1 including the risk of significant delay and the uncertainty of class certification, as it provides
2 prompt relief for the Settlement Class;

3 WHEREAS, it is the desire of the Parties to fully, finally and forever settle, compromise
4 and discharge all disputes and claims arising from or related to the Litigation which exist between
5 them and between the Named Plaintiffs, the Settlement Class, and the Released Parties;

6 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth
7 herein, as well as the good and valuable consideration provided for herein, the Parties agree to a
8 full and complete settlement of the Litigation on the following terms and conditions:

9 10 DEFINITIONS

11 For purposes of this Settlement Agreement, the following terms shall have the defined
12 meanings:

13 1. **“Action”** means the civil action entitled *Christian Yu, et al. v. Gleiberman*
14 *Properties, Inc., et al.*, pending before the Superior Court of California, County of San Diego
15 (the “Court”), Case No. 37-2021-00008418, and the related cross-claims.

16 2. **“Administration Expenses”** means all costs of class notice and settlement
17 administration expenses.

18 3. **“California Properties”** means the following properties owned or managed by
19 Defendant or the Entity Defendants during the Class Period, all of which are specifically included
20 in, and covered by this Settlement Agreement and all releases obtained hereby: Andorra
21 Apartments, Artesa at Menifee Town Center, Artist Walk, Atrium at West Covina, Atwood
22 Apartments, Aya, Barham Villas, Bella Vista, Block C, Brix 325 Apartments, Canyon Villa
23 Apartment Homes, Capitol 650, Carillon Apartment Homes, Cordova Park, Core, Country Hills,
24 Creekside, Del Norte Place Apartment Homes, Domain San Diego, Eleanor (Milpitas), Eleanor
25 Apts. (Sacramento), The Enclave at Warner Center, Evolve South Bay, Granada Villas, H16
26 Apartments, Hadley, Hendrix, Hills at Hacienda Heights, Las Positas Apartments, The
27 Lexington, Luma, Madison Park, Marc San Marcos, Maris at Martinez Apartments, Marisol,

1 Merge 56, Meridian Place Apartment Homes, Mitchell Place Apartments, Monte Vista
2 Apartment Homes, North Pointe Apartments, Novo, Ontario Town Square Townhomes, Pacific
3 Place, Pine at 6th, Pointe Luxe Apartment Homes, Preserve at Melrose, Pulse Millenia
4 Apartments, Sage Canyon, Santa Rosa Apartments, Sienna Heights, Somerfield at Lakeside
5 Apartment Homes, Sterling Village Apartment Homes, Stoneridge Apartment Homes,
6 Terramonte Apts., Terramonte at La Verne Apts., The District Apartment Homes, The Herald
7 Apartments, The Landing at College Square, The Marquee Apartments, The Platform Urban
8 Apartments, The Rylan, The Tecos, Tuscany Ridge Apts., Union Place, Victoria Arbors
9 Apartment Homes, Waterfield Square Apartment Homes, Waterleaf Apts., Waterstone, and
10 Woodlands West.

11 4. **“Cash Payment”** means the cash payment of **\$4,800,000.00** to be made by
12 Defendant to resolve all monetary obligations under this Settlement Agreement.

13 5. **“Claim Bar Deadline”** means the date by which Settlement Class Members must
14 submit their completed and signed Claim Forms to the Administrator, which shall be 45 calendar
15 days after the mailing of the Class Notice, or, if such date falls on a Sunday or holiday, the first
16 business day thereafter, as determined by the postmark date on the Claim Forms.

17 6. **“Claim Form”** means the form and any other necessary documentation to be
18 completed by Settlement Class Members, a copy of which form is attached hereto as Exhibit 2.
19 If the Claim Form is modified by subsequent agreement of the Parties and/or order of the Court,
20 the modified form shall constitute the Claim Form.

21 7. **“Claimants”** means Settlement Class Members who have timely submitted
22 Claims Forms.

23 8. **“Class Counsel”** means the Law Offices of Jimmie Davis Parker, APC (7812
24 Wing Flight Court, San Diego, CA 92119) and Hogue & Belong, a professional corporation (170
25 Laurel Street, San Diego, CA 92101).

26 9. **“Class Members”** means all Late Fee Class Members and Security Deposit Class
27 Members who do not opt-out of the Settlement.

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1 10. **“Class Notice”** means the form of notice of this Settlement Agreement to be
2 provided to Class Members, a form of which is attached hereto as Exhibit 1. If the Class Notice
3 is modified by subsequent agreement of the Parties and/or order of the Court, the modified form
4 shall constitute the Class Notice. Any postcard, publication or website version of the Class
5 Notice shall reasonably conform to the language set forth in Exhibit 1 and shall be approved by
6 the Court. Class Notice will be issued to all signatories of leases of Qualifying Leaseholds or
7 Late Fee Class leaseholds as further described herein.

8 11. **“Class Period”** for the Security Deposit Class means February 26, 2017 to the
9 date of preliminary approval. **“Class Period”** for the Late Fee Class means August 9, 2017 to
10 the date of preliminary approval.

11 12. **“Defendant”** means defendant Gleiberman Properties, Inc. a California
12 corporation, dba MG Properties Group.

13 13. **“Defendant’s Counsel”** means Fennemore (600 B Street, 17th Floor, San Diego,
14 CA 92101).

15 14. **“Effective Date”** means the date on which the Court grants Final Approval of the
16 Settlement Agreement.

17 15. **“Eligible Class Member”** means a Class Member who timely submitted a Claim
18 Form.

19 16. **“Entity Defendants”** means Gleiberman Properties, Inc., a California
20 corporation; Gleiberman Investments, Inc. a California corporation; MG Andorra Apartments
21 ASC LLC, a Delaware limited liability company; MG Andorra Apartments GG BLK LLC, a
22 Delaware limited liability company; MG Andorra Apartments GG PKS LLC, a Delaware limited
23 liability company; MG Andorra Apartments LLC, a Delaware limited liability company; MG
24 Andorra Apartments MFT LLC, a Delaware limited liability company; MG Andorra Apartments
25 TPV LLC, a Delaware limited liability company; MG Artesa Apartments GG PKS LLC, a
26 Delaware limited liability company; MG Artesa Apartments JVP LLC, a Delaware limited
27 liability company; MG Artesa Apartments LBI LLC, a Delaware limited liability company; MG
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1 Artesa Apartments LLC, a Delaware limited liability company; MG Artist Walk Apartments
2 LLC, a Delaware limited liability company; MG Artist Walk Apartments UP PNG LLC, a
3 Delaware limited liability company; MG Artist Walk Apartments WVT LLC, a Delaware limited
4 liability company; MG Atwood Apartments Ria LLC, a Delaware limited liability company; MG
5 Barham Villas Apartments LP; KRE Catalyst Aya Owner LP, a Delaware limited liability
6 company; MG Bella Vista Apartments EKG, LLC, a Delaware limited liability company; MG
7 Bella Vista Apartments TSI, LLC, a Delaware limited liability company; Block C One, LLC, a
8 Delaware limited liability company; Block C Wrap, LLC, a Delaware limited liability company;
9 GG Yolanda Apartments, LLC, a Delaware limited liability company; MG Canyon Villa
10 Apartments BSR LLC, a Delaware limited liability company; MG Canyon Villa Apartments FSS
11 LLC, a Delaware limited liability company; MG Canyon Villa Apartments L.P., a California
12 limited partnership; KRE Catalyst Cap650 Owner LLC, a Delaware limited liability company;
13 MG Carillon Apartments, LLC, a Delaware limited liability company; MG Carillon Apartments
14 Sea, LLC, a Delaware limited liability company; KRE Catalyst Core Owner LLC, a Delaware
15 limited liability company; BRE Cordova Park LLC, a Delaware limited liability company; MG
16 Country Hills LP; BRE MG Creekside Village LP, a Delaware limited partnership; MG Del
17 Norte Place Apartments, L.P., a California limited partnership; Domain San Diego Apartments
18 Owner, LLC, a Delaware limited liability company; MG Eleanor Apartments CN3 LLC, a
19 Delaware limited liability company; MG Eleanor Apartments CRS LLC, a Delaware limited
20 liability company; MG Eleanor Apartments LLC, a Delaware limited liability company; MG
21 Eleanor Apartments RAW LLC, a Delaware limited liability company; MG Eleanor Apartments
22 RJY LLC, a Delaware limited liability company; MG Eleanor Apartments ZFT LLC, a Delaware
23 limited liability company; MG E16 Apartments CN3 LLC, a Delaware limited liability company;
24 MG E16 Apartments CRS LLC, a Delaware limited liability company; MG E16 Apartments
25 LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments ACF,
26 LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments APP,
27 LLC, a Delaware limited liability company; MG Enclave At Warner Center Apartments SGC,
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1 LLC, a Delaware limited liability company; MG Evergreen Atrium LP, a California limited
2 partnership; MG Evolve Apartments ASC LLC, a Delaware limited liability company; MG
3 Evolve Apartments CLP LLC, a Delaware limited liability company; MG Evolve Apartments
4 HAN LLC, a Delaware limited liability company; MG Evolve Apartments KRT LLC, a
5 Delaware limited liability company; MG Evolve Apartments LLC, a Delaware limited liability
6 company; MG Evolve Apartments MZG LLC, a Delaware limited liability company; MG Falcon
7 Street LLC, a California limited liability company; BRE MG Granada Villas LLC, a Delaware
8 limited liability company; MG H16 Apartments CN3 LLC, a Delaware limited liability company;
9 MG H16 Apartments CRS LLC, a Delaware limited liability company; MG H16 Apartments
10 LLC, a Delaware limited liability company; MG Terrace Gardens Apartments, LP, a California
11 limited partnership; Morningview Terrace Apartments CA, LLC, a Delaware limited liability
12 company; Hacienda Heights CA, LLC, a Delaware limited liability company; Las Positas
13 Apartments Owner, LLC, a Delaware limited liability company; Agoura Road Apartments CA,
14 LLC, a Delaware limited liability company; KRE Catalyst Luma Owner LLC, a Delaware limited
15 liability company; MG Landing At College Square Apartments GPK, LLC, a Delaware limited
16 liability company; MG Landing At College Square Apartments MOS, LLC, a Delaware limited
17 liability company; MG Maris Apartments GG BLK LLC, a Delaware limited liability company;
18 MG Maris Apartments GG PKS LLC, a Delaware limited liability company; KRE Catalyst
19 Marisol Owner LLC; Merge Residential, LLC, a Delaware limited liability company; MG
20 Madison Park, LLC, a Delaware limited liability company; US REIF Madison Park CA, LLC, a
21 Delaware limited liability company; MG Marc Apartments, LLC, a Delaware limited liability
22 company; MG Marquee Apartments L.P., a California limited partnership; MG Marquee
23 Investments PKV, L.P., a California limited partnership; MG Meridian Place Apartments ACF,
24 LLC, a Delaware limited liability company; MG Meridian Place Apartments CGL LLC, a
25 Delaware limited liability company; MG Meridian Place Apartments DBL LLC, a Delaware
26 limited liability company; MG Meridian Place Apartments SGC, LLC, a Delaware limited
27 liability company; MG Mitchell Place Apartments, LLC, a Delaware limited liability company;

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1 MG Mitchell Place Apartments 3CD, LLC, a Delaware limited liability company; J Mellano Pine
2 Monte Vista, LLC, a California limited liability company; S&M Mellano Pine Monte Vista, LLC,
3 a California limited liability company; Castellano Pine Monte Vista, LLC, a California limited
4 liability company; Keeler Pine Monte Vista, LLC, a California limited liability company; MG
5 Monte Vista Apartments COR, L.P., a Delaware limited partnership; MG North Pointe
6 Apartments HRP, LLC, a Delaware limited liability company; MG North Pointe Apartments,
7 LLC, a Delaware limited liability company; MGF North Pointe Apartments ABC CDP LLC, a
8 Delaware limited liability company; MG North Pointe Investments, L.P., a California limited
9 liability partnership; KRE Catalyst Novo Owner LP, a Delaware limited partnership; MG Ontario
10 Town Square Townhomes L.P., a California limited partnership; MG Ontario Town Square ISV
11 60th, LLC, a Delaware limited liability company; MG Ontario Square ISV WDT, LLC, a
12 Delaware limited liability company; MG Ontario Town Square MTP, LLC, a Delaware limited
13 liability company; MG Pacific Place Apartments, L.P., a California limited partnership; MG Pine
14 At 6th Apartments, LLC, a Delaware limited liability company; MG Pine At 6th Apartments
15 ACF, LLC, a Delaware limited liability company; MG Preserve At Melrose Apartments, L.P., a
16 California limited partnership; MG Preserve At Melrose Apartments, LLC, a Delaware limited
17 liability company; MG Preserve At Melrose Apartments MVT, LLC, a Delaware limited liability
18 company; MG Pulse Millenia Apartments DVL LLC, a Delaware limited liability company; MG
19 Pulse Millenia Apartments JHA LLC, a Delaware limited liability company; MG Pulse Millenia
20 Apartments LLC, a Delaware limited liability company; MG Pulse Millenia Apartments NPT
21 LLC, a Delaware limited liability company; MG Pulse Millenia Apartments WLF SHL LLC, a
22 Delaware limited liability company; MG Sage Canyon Apartments LP; MG Santa Rosa
23 Apartments EPL LLC, a California limited liability company; MG Santa Rosa Apartments LHR
24 LLC, a California limited liability company; MG Santa Rosa, L.P., a California limited
25 partnership; MG Santa Rosa MYA, L.P., a Delaware limited partnership; BRE MG Sienna
26 Heights LLC, a Delaware limited liability company; MG Somerfield At Lakeside Apartments
27 LSMI, LLC, a Delaware limited liability company; MG Sterling Village Apartments BHC, L.P.,
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1 a California limited partnership; MG Sterling Village Apartments GWP, L.P., a California
2 limited partnership; MG Stoneridge Village Grove, LLC, a Delaware limited liability company;
3 MG Stoneridge Meadows, LLC, a Delaware limited liability company; MG Stoneridge
4 Greenbrier 58, LLC, a Delaware limited liability company; MG Stoneridge Greenbrier 44, LLC,
5 a Delaware limited liability company; MG Stonewood Garden Apartments, L.P., a California
6 limited partnership; MG District Apartments AZR WDT LLC, a Delaware limited liability
7 company; MG District Apartments EPL LLC, a Delaware limited liability company; MG District
8 Apartments L10 LLC, a Delaware limited liability company; MG District Apartments WTS LLC,
9 a Delaware limited liability company; MG Herald Apartments CDF LLC, a Delaware limited
10 liability company; MG Herald Apartments CLP LLC, a Delaware limited liability company; MG
11 Herald Apartments DJH LLC, a Delaware limited liability company; MG Herald Apartments
12 GRN LLC, a Delaware limited liability company; MG Herald Apartments KET LLC, a Delaware
13 limited liability company; MG Herald Apartments LFT LLC, a Delaware limited liability
14 company; MG Herald Apartments LLC, a Delaware limited liability company; Platform Urban
15 Apartments LLC, a Delaware limited liability company; 100 Main Street Owner, LLC, a
16 Delaware limited liability company; Aztec Shops, Ltd., a California nonprofit corporation; MG
17 Terrace Gardens Apartments, LLC, a California limited liability company; MG Terramonte
18 Apartments, L.P., a California limited partnership; Tuscany Temecula LP, a California limited
19 partnership; MG Union Place Apartments CDR, LLC, a Delaware limited liability company; MG
20 Union Place Apartments, LLC, a Delaware limited liability company; MG Union Place
21 Apartments WDP, LLC, a Delaware limited liability company; MG Union Place Apartments
22 CDR LLC, a Delaware limited liability company; MG Waterleaf Apartments SHL, LLC, a
23 California limited liability company; MG Waterleaf Apartments GSP, LLC, a California limited
24 liability company; MG Waterleaf Apartments CDP, LLC, a California limited liability company;
25 MG Waterleaf Apartments BSR, LLC, a California limited liability company; MG Victoria
26 Arbors Apartments DHF LLC, a Delaware limited liability company; MG Victoria Arbors
27 Apartments PP LLC, a Delaware limited liability company; MG Victoria Arbors Apartments

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1 SLM LLC, a Delaware limited liability company; MG Victoria Arbors Apartments ZIG LLC, a
2 Delaware limited liability company; BRE MG Waterfield Square LLC, a Delaware limited
3 liability company; Waterstone Apartments CA, LLC, a Delaware limited liability company; MG
4 Waterstone Apartments, L.P., a California limited partnership; and BRE MG Woodlands West
5 Apartments LLC. These entities were originally named as defendants in the action but were
6 subsequently dismissed pursuant to the Parties' stipulation but are still included in this Settlement
7 Agreement as released parties.

8 17. **"Household"** means an apartment unit at an apartment community managed or
9 owned by any Defendant that one or more Class Member(s) leased and subsequently vacated
10 during the Class Period.

11 18. **"Late Fee Class"** means all current and former Tenants (i.e., individuals over the
12 age of 18 classified as a Primary Tenant) of Defendant's California Properties who were charged
13 a late fee between August 9, 2017 to the date of preliminary approval that was not waived or
14 excused.

15 19. **"Late Fee Debt Forgiveness"** means all late fees owed and outstanding as of
16 June 20, 2024, currently estimated at approximately **\$150,000.00**. Defendant will nullify and
17 forever discharge, and take no action and receive no payment for, amounts claimed owed and
18 unpaid by tenants as of June 20, 2024.

19 20. **"Late Fee Fund"** means 33.33% of the Net Settlement Amount.

20 21. **"Net Settlement Amount"** means the amount remaining after deduction from the
21 Total Settlement Amount for Plaintiffs' Service Payments, Plaintiffs' Counsel's Attorney's Fees
22 and costs, and the Settlement Administrator's fees and expenses.

23 22. **"Objector"** means any Settlement Class Member objecting to the settlement.

24 23. **"Opt-Out/Objection Period"** means the 45 calendar days following the date the
25 Settlement Administrator mails the Class Notice to the Settlement Group Members or, if such
26 date falls on a Sunday or holiday, the first business day thereafter, as determined by the postmark
27 date. Any Class Member who wishes to be excluded from the Settlement must submit a
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1 completed request to be excluded from the Settlement. Any Class Member who wishes to object
2 to the Settlement must submit a written Objection in accordance with Paragraph 68.

3 24. **“Plaintiffs”** means plaintiffs Christian Yu, Bianca Hazel, and Rachel Whillier.

4 25. **“Primary Tenant”** means the former Tenant who provided his or her contact
5 information to Defendant in connection with his or her move out from a property managed by
6 Defendant. For current Tenants, the “Primary Tenant” means the tenant identified as the
7 primarily contact for notices from Defendant.

8 26. **“Qualifying Charges”** means deductions for painting, cleaning or repairs from a
9 Class Members’ security deposit.

10 27. **“Qualifying Leaseholds”** means, for the Security Deposit Class, leaseholds
11 where Qualifying Charges exceeded \$125. For the Late Fee Class, **“Qualifying Leaseholds”**
12 means any leasehold where a late fee was charged by Defendant, and not written off or waived.

13 28. **“Settlement Administrator”** or **“Administrator”** means CPT Group, Inc.,
14 which has been selected to administer this Settlement and to act as Settlement Administrator.

15 29. **“Settlement Agreement”** or **“Agreement”** means this written settlement
16 agreement.

17 30. **“Security Deposit Class”** means all former tenants of Defendant’s California
18 properties whose leaseholds terminated between February 26, 2017 to the date of preliminary
19 approval and had greater than \$125 of Qualifying Charges.

20 31. **“Security Deposit Class Fund”** means the Net Settlement Amount less the Late
21 Fee Fund.

22 32. **“Security Deposit Debt Forgiveness”** means the nullification and voiding of all
23 Qualifying Charges owed over the amount of former tenants’ security deposit as of June 20,
24 2024, currently estimated at approximately **\$4,500,000.00**. Defendant will nullify and forever
25 discharge, and take no action and receive no payment for, amounts claimed owed by former
26 tenants as stated on Statements on Deposit Accounting following termination of the leasehold.

27 33. **“Tenant”** means any individual over 18 years of age who resides or resided at
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1 any California Property managed by Defendant during the Class Period.

2 34. **“Total Settlement Amount”** means approximately \$9,450,000.00, which is
3 comprised of the following: (1) the Cash Payment; (2) the Security Deposit Debt Forgiveness;
4 and (3) the Late Fee Debt Forgiveness. This sum will include all payments made to Settlement
5 Group Members, all service payments, all settlement administration costs, and all Plaintiffs’
6 attorneys’ fees and costs.

7 **BACKGROUND**

8 35. On February 26, 2021, Plaintiff Christian Yu filed a class action Complaint
9 (“Complaint”) in (San Diego Superior Court Case No. 37-2021-00008418-CU-OR-CTL), for
10 violation of California Civil Code section 1950.5 the Business and Professions Code sections
11 17200 *et seq.*, for allegedly failing to provide tenants with all statutorily required notices and
12 documentation when withholding moneys from their security deposits;

13 36. On August 9, 2021, Plaintiffs Bianca Hazel and Rachel Whillier filled a class action
14 complaint (San Diego Case No. 37-2021-00034049-CU-OR-CTL) alleging violations of the
15 California Civil Code section 1671 and the Business and Professions Code section 17200 *et seq.*,
16 for allegedly charging Defendant’s tenants excessive late fees;

17 37. On October 7, 2021, the Parties stipulated to consolidate the actions by amending
18 the Yu Complaint to alleged violations contained in the Hazel Complaint;

19 38. Defendant denies all of Plaintiffs’ allegations and maintains it did not violate any
20 laws.

21 39. On November 30, 2021, the parties appeared *ex parte*, and the Court granted a
22 dismissal without prejudice of the Entity Defendants pursuant to stipulation.

23 40. On December 15, 2022, Defendant filed an Answer to Plaintiffs’ First Amended
24 Complaint.

25 41. On December 15, 2022, Defendant filed a Cross-Complaint against the Plaintiffs.

26 42. On February 17, 2022, the parties attended a mediation with mediator Jim
27 Roberts. The mediation was unsuccessful.

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1 43. On October 3, 2022, the parties attended a second mediation with mediator Jim
2 Roberts. That mediation was unsuccessful.

3 44. From July 30, 2021, to March 19, 2024, Defendants engaged in a rolling
4 production of a representative sampling of tenant files which comprised of all documents
5 provided to former tenants regarding the administration of their respective security deposits.
6 During such time, the parties also took multiple party, percipient and PMQ depositions.

7 45. On June 19, 2024, the Parties mediated with Judge Irma Gonzalez (ret.) whereby
8 both Plaintiffs and Defendant accepted a mediator’s proposal on June 20, 2024 that outlined the
9 material terms of the Parties’ proposed Settlement Agreement.

10 46. It is now the desire of the Parties to fully, finally, and forever settle all claims
11 alleged, or could have been alleged, by Plaintiffs against Defendant, the California Properties,
12 and the dismissed Entity Defendants in the Lawsuit, and all claims alleged, or could have been
13 alleged, by Defendant against the Plaintiffs in the Lawsuit, which settlement is now set forth in
14 this long version Settlement Agreement.

15 47. The Parties agree to cooperate and take all steps necessary and appropriate to
16 consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable.
17 This Settlement contemplates (1) Class Notice (proposed version attached as Exhibit 1); Claim
18 Form (proposed version attached as Exhibit 2); entry of an Order Preliminarily Approving the
19 Settlement and Settlement Procedure (proposed version attached as Exhibit “3”).

20 **STIPULATION TO CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

21 48. This Settlement Agreement is contingent upon the Court’s certification of the
22 proposed Settlement Class for settlement purposes only. If the Court does not approve the
23 Settlement Agreement, Defendant expressly reserves its right to challenge the propriety of this
24 Lawsuit proceeding as a class or representative action, and the Parties agree that the Settlement
25 Agreement shall not be used, in any way, to support any class or representative arguments.

26 49. The Parties stipulate to class and conditional certification for purposes of the
27 Settlement only. If the Court does not grant Preliminary and Final Approval of the Settlement
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1 Agreement, the Parties do not stipulate to class and conditional certification, and the Parties will
2 resume litigation as if no settlement had been reached.

3 50. Evidence of this limited stipulation for settlement purposes only will not be
4 deemed admissible for any other purpose in this or any other proceeding.

5 **MONETARY SETTLEMENT TERMS**

6 51. **Cash Payment.** Of the Total Settlement Amount, Defendant shall be obligated
7 to pay a non-reversionary Cash Payment in the amount of **\$4,800,000.00**, in the allocations set
8 forth below, in exchange for the Release of Claims in this Action set forth below. In no event
9 will Defendant be required to pay more than the Total Settlement Amount.

- 10 a. Defendant agrees to make the full Cash Payment of \$4.8 million on or before five
11 business days after the Preliminary Approval Date, payable to the Settlement
12 Administrator.
- 13 b. The Cash Payment shall cover all monetary obligations owed by Defendant under
14 the Settlement Agreement and, once paid in full, shall release Defendant from any
15 and all payment obligations under the Settlement. The Cash Payment shall be
16 divided by the Administrator, pursuant to the rules set forth below, and paid out
17 as follows (a) 66.67% to the Security Deposit Class and (b) 33.33% to the Late
18 Fee Class after deduction and payment of (i) the Administration Expenses
19 (estimated to be approximately \$120,000.00), (ii) service awards to the Named
20 Plaintiffs approved by the Court (not to exceed \$22,500), (iii) attorney’s fees and
21 costs (“Attorney’s Fees”) as approved by the Court in the amount of no more than
22 thirty-three and one-third percent (33.3%) of the Total Settlement Amount. (After
23 such deductions are made, the remaining cash amount to be paid to the Security
24 Deposit Class and the Late Fee Class shall be hereinafter referred to as the “Net
25 Settlement Proceeds”).
- 26 c. Within five business days of Final Approval, the Administrator shall: (a) pay the
27 Attorney Fees and the service awards to Class Counsel; and (b) pay the Net
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1 Settlement Proceeds to the Security Deposit Class and Late Fee Class fund .

- 2 d. The Cash Payment shall be distributed to all Settlement Group Members in
3 accordance with a formula proposed by Plaintiffs and approved by the Court,
4 subject to the following provisions:

5 **i. Security Deposit Class**

- 6 1. 66.67% of the Net Settlement Proceeds shall be designated as the
7 Security Deposit Class Fund. Each Qualifying Leasehold shall be
8 assigned a pro rata share of the Security Deposit Fund as calculated
9 upon Qualifying Charges for each leasehold where at least one
10 Tenant submitted a valid Claim Form. (Defendant shall produce a
11 list of all Tenants in each Qualifying Leasehold along with the
12 Qualifying Charges.)
13
14 2. In order to obtain a settlement payment, Security Deposit Class
15 Members must timely submit a completed and valid Claim Form
16 to the Administrator;
17
18 3. If there are multiple Claimants in the same Qualifying Leasehold
19 who file valid Claim Forms, the settlement payment shall be
20 divided equally based on the number of Claimants. By way of
21 illustration only, if there are two Claimants in a Qualifying
22 Leasehold and each submits a valid Claim Form, and the pro rata
23 award based upon Qualifying Charges for the leasehold is \$200,
24 each of these Claimants would receive \$100. Defendant shall be
25 exculpated from any liability for any claim between and among
26 Claimants in a Qualifying Leasehold that one or more Claimant is
27 entitled to more of the award than another in the Qualifying
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1 Leasehold.

- 2 4. The Administrator shall distribute the entire award available to
3 each Qualifying Leasehold where at least one Claimant submits a
4 valid Claim Form. Settlement payment may be made by check or
5 electronic deposit per option of Claimant.
- 6
- 7 5. Defendant shall not have standing to challenge any claim
8 submitted by a Settlement Group Member; provided that,
9 Defendant and Class Counsel shall be entitled to provide
10 information to the Administrator concerning submitted claims to
11 ensure prompt and accurate claim processing.
- 12
- 13 6. The Administrator shall allocate an appropriate portion of the Cash
14 Payment not to exceed \$15,000 to a reserve fund used to address
15 late or deficient claims which are later cured, or other
16 circumstances in the claims process where, in the discretion of the
17 Administrator, payment is warranted to Settlement Group
18 Members. If any monies remain in the reserve fund after the
19 settlement distribution process has been completed, as reasonably
20 determined by the Administrator, the remaining reserve funds shall
21 be distributed (subject to Court approval) to the cy pres recipient
22 as outlined in paragraph 55.c, below.

23
24 **ii. Late Fee Class**

- 25 1. 33.33% of the Net Settlement Proceeds shall be designated as the
26 Late Fee Class Fund.
- 27 2. Each Qualifying Leasehold shall be entitled to receive a pro rata
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1 share of the Late Fee Class Fund calculated upon the total amount
2 of late fees paid by your Leasehold over the Class Period, and
3 divided by the total amount of late fees paid by the entire Late Fee
4 Class over the same Class Period.

5
6 3. *Current* Tenants will receive their payment via a credit issued to
7 their account. After declaration by Defendant of the total value of
8 payments made to *current* tenants under the above paragraph, the
9 Administrator shall provide a check to Defendant from the Late
10 Fee Class Fund for this portion of the distribution.

11
12 4. *Former* tenants may receive their payment via a single check with
13 all co-tenants listed on the same check from the Administrator.

14 iii. Settlement checks must be cashed within 180 days of the mailing date of
15 the settlement check. The Administrator shall undertake reasonable steps
16 to inquire as to the status of checks not cashed within the 150 days. For
17 settlement checks not cashed within the 180-day period, the Administrator
18 shall cause the check to be voided and subject to a stop payment order;
19 provided that, for settlement checks returned as undeliverable within the
20 180-day period, the Administrator shall first attempt to locate an updated
21 address in accordance with paragraph 66, below, and, if an updated
22 address is located, reissue the settlement check. If no such updated
23 address is found, the settlement check shall be cancelled and the funds
24 shall be distributed (subject to Court approval) to the cy pres recipient as
25 outlined in paragraph 55.c, below.

26 **52. Class Counsel’s Attorneys’ Fees and Litigation Expenses.** Defendant will not
27 oppose an application to the Court by Class Counsel for attorney’s fees and costs in the amount
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1 of one-third of the Total Settlement Amount incurred in the Action. The Settlement
2 Administrator (and not Defendant) will issue the appropriate IRS Form 1099 to Plaintiffs'
3 Counsel reflecting the award of attorney's fees. Defendant's payment of the Cash Payment will
4 constitute full satisfaction of Defendant's obligation to pay any person, attorney or law firm for
5 attorney's fees, costs, and expenses incurred on behalf of Plaintiffs in this Action. At least 10
6 days before the end of the Opt-Out/Objection Period, Class Counsel shall petition the Court for
7 an award of attorney's fees, reimbursement of actual litigation costs, and service payments to the
8 class representatives. The Court's approval of fees and costs requested by Class Counsel is not
9 a material term of the Settlement and regardless of the amount of attorney's fees and costs
10 awarded by the Court shall have no bearing on the other terms herein. Should the Court fail to
11 award the full amount of the attorney's fees requested by Plaintiffs, any portion that is not
12 awarded will revert back to the Net Settlement Proceeds.

13 53. **Service Payment to Named Plaintiffs.** Defendant will not oppose Plaintiffs'
14 application to the Court for an award of Service Payments of up to **\$7,500.00** for each of the three
15 Plaintiffs out of the Total Settlement Amount. Each named Plaintiff who receives a service
16 payment will execute a settlement agreement and general release document that includes a release
17 of all known and unknown claims of any type whatsoever he or she may have against Defendant,
18 the Entity Defendants, and all of their former, present or future parents, subsidiaries, affiliates,
19 partners, officers, directors, employees, agents, shareholders, and the predecessors and
20 successors, assigns, and legal representatives of all such entities and individuals. The Settlement
21 Administrator (and not Defendant) will issue an IRS Form 1099 to Plaintiffs reflecting their
22 Service Payments. The failure of the Court to award a service payment to any Plaintiff or
23 Plaintiffs will not constitute grounds for rescission of this Settlement Agreement. The service
24 payments will be made by the Settlement Administrator at the same time as the individual
25 payments are made to the other Settlement Group Members. The service payment constitutes
26 consideration for the risks taken by Plaintiffs Yu, Hazel, and Whillier, and effort expended in
27 bringing this action, and the broader release of claims entered into by them. Should the Court
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1 fail to award the full amount of the service payment requested by Plaintiffs, any portion that is
2 not awarded will revert back to the Net Settlement Proceeds.

3 54. **Settlement Administration Fees and Expenses.** The Parties agree the
4 Settlement Administrator will be paid for its fees and expenses incurred in administering this
5 Settlement, in an amount not to exceed \$120,000.00 to be paid out of the Total Settlement
6 Amount.

7 55. **Allocation of Settlement Shares to Settlement Group Members.** After
8 deduction from the Total Settlement Amount for all Service Payments, Class Counsel's
9 Attorney's Fees and Costs, and the Settlement Administrator's fees and expenses, the remainder
10 (the "Net Settlement Proceeds") will be payable to the Settlement Group Members as settlement
11 for any and all known and unknown claims as asserted in, or that reasonably relate to the facts
12 alleged in, the Lawsuit, as follows:

- 13 a. Payment to the Late Fee Class Members will be paid on a *proportional* basis from
14 the Late Fee Fund.
- 15 b. Payment to the Security Deposit Class Members will be paid on a *proportional*
16 basis from the Security Deposit Class Fund.
- 17 c. If a Settlement Class Member fails to cash his or her settlement check within 180
18 days after the settlement checks are mailed to the Settlement Class Members, that
19 settlement check will become void. Any balance remaining with respect to the
20 Total Settlement Amount resulting from settlement checks that are voided for
21 being uncashed within the 180 days after mailing, will be sent to the University
22 of San Diego Housing Rights Clinic, in the name of the Class Member(s). The
23 Parties agree that such a distribution complies with the provisions of California
24 Code of Civil Procedure section 384, as good cause for such a distribution because
25 it will further the cause of the underlying purpose of the class action and/or
26 promote justice for all Californians.

27 **DEBT FORGIVENESS SETTLEMENT TERMS**

1 upon the following categories of allegations, to the fullest extent such claims are releasable by
2 law: (1) all claims related to documenting and/or deducting and/ or retaining monies from
3 residential Tenants' security deposit, (2) all claims related to Defendant's compliance with
4 documenting, communicating and/or mailing any notifications and supporting material regarding
5 deductions from Tenants' security deposit; (3) all claims for assessing, documenting, supporting,
6 charging or collecting late fees from residential Tenants for the late payment of rent, and (4) all
7 claims for defamation, damage to credit, or any other injury, arising out of the Released Parties'
8 collection, attempted collection, or reporting to third parties, of move-out charges exceeding
9 residential tenants' security deposits or any late fees charged by Defendant.

10 59. **Plaintiff Christian Yu's Individual Release.** In consideration of the payments
11 Plaintiff Yu will receive as a Settlement Group Member *and* the Service Payment he is entitled
12 to request under this Settlement Agreement, Yu hereby releases the Released Parties from all
13 known and unknown claims of any type whatsoever that he may have against the Released Parties
14 Moreover, Yu hereby waives the protections of California Civil Code section 1542, which states
15 **“[a] general release does not extend to claims that the creditor or releasing party does not**
16 **know or suspect to exist in his or her favor at the time of executing the release and that, if**
17 **known by him or her, would have materially affected his or her settlement with the debtor**
18 **or released party.”** Finally, this Individual Release by Yu will only become effective upon final
19 approval of this Settlement by the Court.

20 60. **Plaintiff Bianca Hazel's Individual Release.** In consideration of the payments
21 Plaintiff Hazel will receive as a Settlement Group Member *and* the Service Payment she is
22 entitled to request under this Settlement Agreement, Hazel hereby releases the Released Parties
23 from all known and unknown claims of any type whatsoever that he may have against the
24 Released Parties. Moreover, Hazel hereby waives the protections of California Civil Code section
25 1542, which states **“[a] general release does not extend to claims that the creditor or releasing**
26 **party does not know or suspect to exist in his or her favor at the time of executing the**
27 **release and that, if known by him or her, would have materially affected his or her**
28 **settlement with**

1 **the debtor or released party.”** Finally, this Individual Release by Hazel will only become
2 effective upon final approval of this Settlement by the Court.

3 61. **Plaintiff Rachel Whillier Individual Release.** In consideration of the payments
4 Plaintiff Whillier will receive as a Settlement Class Member *and* the Service Payment she is
5 entitled to request under this Settlement Agreement, Whillier hereby releases the Released Parties
6 from all known and unknown claims of any type whatsoever that she may have against the
7 Released Parties. Moreover, Whillier hereby waives the protections of California Civil Code
8 section 1542, which states “[a] **general release does not extend to claims that the creditor or**
9 **releasing party does not know or suspect to exist in his or her favor at the time of**
10 **executing the release and that, if known by him or her, would have materially affected**
11 **his or her settlement with the debtor or released party.”** Finally, this Individual Release by
12 Whillier will only become effective upon final approval of this Settlement by the Court.

13 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE**

14 62. **Motion for Preliminary Approval.** As soon as practicable, but in no case later
15 than September 18, 2024, Class Counsel will submit this Settlement Agreement to the Court for
16 its Preliminary Approval; and Plaintiffs will file a motion (the “Motion for Preliminary
17 Approval”) with the Court for an order granting Preliminary Approval of the Settlement, setting
18 a date for the Final Approval Hearing, and approving the Class Notice and the Claim Form.
19 Defendant will not oppose the Motion for Preliminary Approval.

20 63. **Claims Administration.** The Parties selected CPT Group to administer this
21 Settlement and to act as Settlement Administrator. The Settlement Administrator will provide
22 the following services: mailing of notices, tracking and processing of undeliverable mail, claims
23 tracking and processing, calculation of per Class Member damages using data provided by
24 Defendant, responding to questions from the Settlement Class Members, setting up and
25 maintaining a dedicated website, and issuing 1099s to named Plaintiffs and Class Counsel for
26 funds distributed. The Settlement Administrator will report in summary or narrative form the
27 substance of its calculations related to Settlement Group Members’ payment amounts. The
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1 Administrator shall provide all Counsel with timely written reports as to completion of Class
2 Notice, status of claims accepted, rejected or deemed deficient, any objections or other questions
3 from Class Members and any other pertinent information regarding Class Notice and claims
4 administration. Tax treatment of the settlement payments will be as set forth herein and in
5 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's
6 performance of its duties, which cannot be resolved between the Parties' counsel, will be referred
7 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
8 of this Settlement Agreement until all payments and other obligations contemplated by this
9 Settlement have been fully carried out.

10 64. **Disbursement of Funds to Settlement Administrator.** Within 5 business days
11 after the Court enters its order granting Preliminary Approval, the Settlement Administrator will
12 provide Defendant with wire transfer information and the Defendant will transfer the Cash
13 Payment to the Settlement Administrator via wire transfer.

14 65. **Settlement Group Member Database:** Within 30 days of the parties receiving
15 notice of the Court's Order Granting Preliminary Approval, Defendant will provide to the
16 Settlement Administrator an electronic database for the Settlement Class Members, containing—
17 to the extent this information is available—each Settlement Class Member's name and last-
18 known mailing address, telephone number, and email (collectively, the "Settlement Class
19 Member Data"). The Administrator will then make reasonable efforts using a national address
20 database to trace, identify and obtain any updated addresses for Class Members. This information
21 will remain subject to all of the conditions set forth in the Confidentiality Agreement/Protective
22 Order in this case, and will be used for the sole purpose of contacting the Settlement Group
23 Members in connection with the administration of this Settlement Agreement.

24 66. **Notice mailing, emailing, and remailing.** Within 15 days after receipt of the
25 Settlement Group Member Data, the Settlement Administrator will (1) email copies of the Class
26 Notice to Class Members where email address is available and (2) mail the Class Notice and the
27 Claim Form by first class mail, postage prepaid for (a) those Class Members where no email is
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1 available and (b) where the email produced a “bounce back” notice. If a mailed Class Notice
2 and/or Claim Form is returned, the Administrator shall take reasonable steps to attempt to locate a
3 current mail or email address. The Administrator shall promptly advise Class Counsel of any
4 returned mail and, if the Administrator has been unable to locate an updated address, request that
5 Class Counsel search their files for any contact information regarding the Class Member(s) in
6 question.

7 **67. Claim Form.** The Claim Bar Deadline shall be 45 calendar days after the Class
8 Notice Date or, if such day falls on a Sunday or holiday, the first business day thereafter. The
9 Administrator shall establish and implement appropriate and reasonable procedures for: (a)
10 determining that a person submitting a Claim Form is an Eligible Class Member; (b) processing
11 submitted Claim Forms; (c) ensuring an acceptable level of reliability and quality control in the
12 processing of Claim Forms; and (d) avoiding payment with respect to any fraudulent or
13 unsupported Claim Form. The Administrator shall make an initial determination that the submitted
14 Claim Form has been timely mailed (as determined by the postmark date) or timely uploaded and
15 submitted online at the website, signed and properly completed. If a Claim Form submitted by a
16 Class Member is timely, but includes a curable deficiency, the Class Member shall be given the
17 opportunity to correct the Claim Form within 10 days of written notice of deficiency from the
18 Administrator.

19 **68. Objections to Settlement; Opt-outs from Settlement:** During the Opt-
20 Out/Objection Period, Settlement Group Members may submit objections to the Settlement or
21 opt-out of the Settlement pursuant to the following procedures:

22 a. **Objections to Settlement.** Settlement Group Members who wish to present
23 objections to the Settlement at the Final Approval Hearing must do so in a written, signed
24 statement. To be considered, such objections must be mailed to or filed in person with
25 the Court within 45 days of the Settlement Administrator mailing the Class Notice. The
26 postmarked or filing date of the objection shall be the exclusive means for determining
27 that a mailed objection is timely. The statement must contain the name, address and
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1 telephone number of the Objector to be valid. It must also contain words to the effect of
2 “I object to the settlement in *Yu, et al v Gleiberman Properties, Inc.* and understand that
3 as a result of this objection, I am agreeing to submit to certain court proceedings,
4 including having my deposition taken,” and set forth the legal and factual basis for the
5 objection. Settlement Group Members who fail to make objections in the manner
6 specified herein shall be deemed to have waived any objections and shall be foreclosed
7 from making any objection (whether by appeal or otherwise) to the Agreement. Class
8 Counsel and Defense Counsel may file and serve a written response to any objection(s)
9 filed and served by any Objector. Any written response shall be filed with the Court, and
10 served upon the Objector or Objector’s attorney, if any, not later than 5 business days
11 before the Final Approval Hearing.

12 **b. Appearance by Objector.** An Objector who wishes to appear at the Final
13 Approval Hearing must file with the Clerk of the Court and serve upon counsel designated
14 in paragraphs 8 and 13, a notice of intention to appear at the Final Approval Hearing
15 (“Notice of Intention to Appear”) no later than the deadline for the objection set forth in
16 paragraph 68.a. The Notice of Intention to Appear must include copies of any papers,
17 exhibits, or other evidence that the Objector (or his/her counsel) shall present to the Court
18 in connection with the Final Approval Hearing. Any Objector who does not provide a
19 Notice of Intention to Appear in complete accordance with the deadlines and other
20 specifications set forth in the Notice and who has not filed an objection in complete
21 accordance with the deadlines and other specifications set forth in this paragraph and the
22 Notice, shall, subject to the Court’s final determination in the exercise of its discretion,
23 be deemed to have waived their opportunity to speak or otherwise present any views at
24 any Final Approval Hearing.

25 **c. Objection withdrawal.** An Objector may withdraw his/her objections at any
26 time.

27 **d. No opt-out and objection.** Any Security Deposit Class Member or Late Fee Class
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1 Member who has requested exclusion by submitting a valid Opt-Out Statement may not
2 submit objections to the Settlement.

3 e. **Opt-Out Notice in Settlement.** The Class Notice will provide that Security
4 Deposit Class Members or Late Fee Class Members may exclude themselves from the
5 Settlement by mailing to the Settlement Administrator a signed Opt-Out Notice within 45
6 days of the Settlement Administrator mailing the Notice of Settlement. The Opt-Out
7 Notice should state that the Security Deposit Class Member or Late Fee Class Member
8 has received notice of the proposed settlement and wishes to be excluded from the class
9 and to not participate in the proposed settlement. The Opt-Out Notice should also be
10 signed by the Security Deposit Class Member or Late Fee Class Member and include his
11 or her printed name, address, telephone number, and the last four digits of his or her social
12 security number. If a question is raised about the authenticity of a signed Opt-Out Notice
13 in Settlement, the Settlement Administrator will have the right to demand additional proof
14 of the Security Deposit Class Member's or Late Fee Class Member's identity. A Security
15 Deposit Class Member or Late Fee Class Member who timely submits a valid Opt-Out
16 Notice in Settlement will not participate in or be bound by the Settlement and the
17 Judgment. A Security Deposit Class Member or Late Fee Class Member who does not
18 complete and mail a valid Opt-Out Notice by the deadline specified above will
19 automatically be bound by the Judgment, and all terms and conditions of the Settlement,
20 including its release of claims, if the Settlement is approved by the Court.

21 69. **Report.** No later than 10 days after the deadline for objecting, and opting out, the
22 Settlement Administrator will provide the Parties with a complete and accurate list of all
23 Settlement Group Members, Objectors, and opt-outs.

24 70. **No Solicitation of Objection, Appeal, or Opt-out.** Neither the Parties nor their
25 respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to
26 object to the Settlement, appeal from the Judgment, or opt out from the Settlement.

27 71. **Right of Defendant to Reject Settlement.** If 5% or more Security Deposit Class
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1 Members or Late Fee Class Members opt out of the Settlement, Defendant will have the unilateral
2 right in its sole and absolute discretion to void and terminate the settlement in its entirety.

3 72. **Timing of Settlement Payments:** Within 10 days after Final Approval, the
4 Settlement Administrator will commence payments to the Settlement Class; pay to each Named
5 Plaintiff, the Service Payments; pay to Class Counsel, the Attorneys' Fees and Costs Payment;
6 and pay to the Settlement Administrator, its reasonable fees and expenses.

7 73. **Effect of Disapproval, Termination or Cancellation.** In the event that the Court
8 does not approve either preliminarily or finally approve any material term or condition of this
9 Agreement, the Court effects a material changes to the Parties' Settlement, or if the Court's final
10 approval of the Settlement Agreement is reversed or materially modified on appellate review,
11 then this Settlement Agreement will be, at either Plaintiffs' or Defendant's discretion, voidable
12 and unenforceable. If any Party chooses to void the Agreement, the Parties will have no further
13 obligations under the Settlement Agreement, including any obligation by Defendant to pay the
14 Total Settlement Amount (or any waivers required thereunder). In the event that this Agreement
15 is disapproved, terminated, or cancelled for any reason expressly permitted by the terms of this
16 Agreement, 1) the Settlement Administrator shall return any amounts Defendant has paid toward
17 the Total Settlement Amount, Cash Payment, or otherwise to Defendant within 10 days of its
18 receipt of confirmation of such disapproval, termination, or cancellation pursuant to the terms of
19 this Agreement; and 2) Defendant's agreement to forgive any debts under this Agreement shall
20 have no force or effect. An award by the Court of lesser amounts than sought for the Service
21 Payments or Class Counsel's Attorneys' Fees and Litigation Expenses will not constitute a
22 material modification of the Settlement; although Plaintiff maintains the right to appeal any such
23 reduction.

24 **MISCELLANEOUS SETTLEMENT PROVISIONS**

25 74. **Binding Agreement.** The Parties intend that this Settlement Agreement will be
26 fully enforceable and binding upon all Parties, and that it will be admissible and subject to
27 disclosure in any proceeding to enforce its terms.

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1 75. **Subsequent Disputes Regarding Settlement Agreement.** The Court will retain
2 jurisdiction over this Settlement.

3 76. **No Waiver of Future Rights.** Nothing in this Settlement will serve as a waiver
4 of future rights and this language will be included in the Notice sent to Security Deposit Class
5 Members or Late Fee Class Members.

6 77. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the
7 Settlement is fair and reasonable and will so represent to the Court. The Parties have agreed to
8 work together expeditiously and cooperatively to obtain preliminary and final approval of this
9 Settlement.

10 78. **No Admission of Liability.** Neither this Settlement Agreement nor any other
11 documents prepared in connection with this Settlement are in any way an admission of liability
12 by Defendant or the Entity Defendants. Moreover, Defendant denies all liability for any alleged
13 wrongdoing and a statement to this effect will be included in the Notice sent to Security Deposit
14 Class Members or Late Fee Class Members.

15 79. **Authority to Act for Plaintiffs.** Class Counsel represent and warrant that they
16 have full authority to accept this Settlement Agreement on behalf of Plaintiffs and to bind
17 Plaintiffs to all of its terms and conditions.

18 80. **Counterparts, Electronic and Facsimile Signatures.** This Settlement
19 Agreement may be executed in one or more counterparts, and each such counterpart will be
20 deemed an original, but all of which taken together will constitute one and the same Settlement
21 Agreement. The Parties agree that this Agreement may be signed electronically via DocuSign or
22 other electronic signature platform. Any signature pages transmitted via facsimile or via email
23 PDF(s) will be regarded as original counterpart signature pages.

24 81. **Judgment To Be Entered By The Court.** Upon the Court's granting of Final
25 Approval as to the Settlement, the Court will enter final judgment in accordance with the terms
26 of this Settlement Agreement.

27 82. **Authorization.** The signatories to this Settlement Agreement represent they are
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1 fully authorized to enter into this Settlement and bind the Parties to the terms and conditions of
2 this Settlement.

3 **83. Mutual Full Cooperation.** The Parties agree to fully cooperate with each other
4 in good faith to accomplish the terms of this Settlement Agreement, including, but not limited to,
5 execution of such documents and taking such other action as reasonably necessary to implement
6 the terms of this Settlement. The Parties will use their best efforts, including all efforts
7 contemplated by this Settlement and any other efforts that may become necessary by order of the
8 Court, or otherwise, to effectuate this Settlement.

9 **84. No Prior Assignments.** The Parties and their counsel represent, covenant, and
10 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
11 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
12 action, cause of action or right herein released and discharged.

13 **85. Applicable Law.** This Settlement Agreement is made under and will be governed
14 and construed in accordance with California law. If any civil action is filed to enforce or interpret
15 any term or provision of this Agreement, or otherwise, the appropriate venue will be a state or
16 federal court of competent jurisdiction located in the State of California.


17 **86. Construction.** The Parties agree the terms and conditions of this Settlement are
18 the result of lengthy, intensive, arms-length negotiations and this Settlement will not be construed
19 in favor of or against any Party by reason of the extent to which any Party or his or its counsel
20 participated in the drafting of this Settlement Agreement.

21 **87. Paragraph Titles and Captions.** Paragraph titles and/or captions contained
22 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
23 extend, or describe the scope of this Settlement or any provision of this Settlement.

24 **88. Modification.** This Settlement may not be changed, altered, or modified, except
25 in writing and signed by the Parties, and approved by the Court. This Settlement may not be
26 discharged except by performance in accordance with its terms or by a writing signed by the
27 Parties.

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1 **NAMED PLAINTIFF CHRISTIAN YU**

2 Signature: 
Christian Yu (Sep 17, 2024 18:00 PDT)

Date: 17/09/24

4 **NAMED BIANCA HAZEL**

5 Signature: 
Bianca Hazel (Sep 17, 2024 19:20 PDT)

Date: 17/09/24

8 **NAMED PLAINTIFF RACHEL WHILLIER**

9 Signature: 
Rachel Whillier (Sep 17, 2024 20:27 PDT)

Date: 17/09/24

11 **DEFENDANT GLEIBERMAN PROPERTIES, INC.**

13 Print Name: _____

Date: _____

14 Title: _____

16 Signature: _____

18 **APPROVED AS TO FORM:**

19 **JIMMIE D. PARKER**
20 **LAW OFFICES OF JIMMIE DAVIS PARKER**

21 **JEFFREY L. HOGUE**
22 **TYLER J. BELONG**
23 **HOGUE & BELONG**
24 **COUNSEL FOR PLAINTIFFS**

24 Signature: 

Date: 9/17/2024

1 NAMED PLAINTIFF CHRISTIAN YU

2 Signature: _____ Date: _____

4 NAMED BIANCA HAZEL

6 Signature: _____ Date: _____

8 NAMED PLAINTIFF RACHEL WHILLIER

9 Signature: _____ Date: _____

11 DEFENDANT GLEIBERMAN PROPERTIES, INC.

12
13 Print Name: Joseph C Anfulio Date: 9/17/21

14 Title: CFO

15
16 Signature: [Handwritten Signature]

18 APPROVED AS TO FORM:

19 JIMMIE D. PARKER
20 LAW OFFICES OF JIMMIE DAVIS PARKER

21 JEFFREY L. HOGUE
22 TYLER J. BELONG
23 HOGUE & BELONG
24 COUNSEL FOR PLAINTIFFS

25 Signature: _____ Date: _____

26
27
28

1 **NAMED PLAINTIFF CHRISTIAN YU**

2 Signature: _____

Date: _____

4 **NAMED BIANCA HAZEL**

6 Signature: _____

Date: _____

8 **NAMED PLAINTIFF RACHEL WHILLIER**

10 Signature: _____

Date: _____

11 **DEFENDANT GLEIBERMAN PROPERTIES, INC.**

13 Print Name: _____

Date: _____

14 Title: _____

16 Signature: _____

18 **APPROVED AS TO FORM:**

19 **JIMMIE D. PARKER**
20 **LAW OFFICES OF JIMMIE DAVIS PARKER**

21 **JEFFREY L. HOGUE**
22 **TYLER J. BELONG**
23 **HOGUE & BELONG**
24 **COUNSEL FOR PLAINTIFFS**

24 Signature:  _____

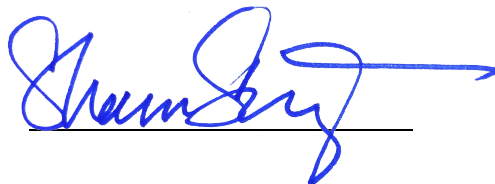
Date: 9/17/2024

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SHANNON D. SWEENEY
MICHAEL A. ZARCONI
FENNEMORE
COUNSEL FOR DEFENDANT

Signature:

A handwritten signature in blue ink, appearing to read "Shannon D. Sweeney", written over a horizontal line.

Date: September 17, 2024