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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

FINN WALSH, JACK RONAN, KATHERINE WALSH, and TIMOTHY WALSH, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

PREMIUM PROPERTY MANAGEMENT & DEVELOPMENT, INC. DBA PREMIUM PROPERTIES, a California Corporation; HASTE PARTNERS, LLC, a California Limited Liability Company; SAM SOROKIN, an individual; CRAIG BECKERMAN, an individual; MARIA DIBLASI, an individuals; and DOES 1-1000,

Defendants.

Case No. RG20072409 [lead case]

CLASS LITIGATION SETTLEMENT AGREEMENT

HASTE PARTNERS, LLC,

Plaintiff,

v.

FINN WALSH, TIMOTHY WALSH, KATHERINE WALSH, HIRAM HUERTA, ROBERT REE, JULIE REE, and ALEXANDER REE,

Defendants.

Case No: 21SC004296 [consolidated case]

1 This Class Litigation Settlement Agreement (the “Settlement Agreement” or “Agreement”) is
2 made and entered into by and between Plaintiffs Finn Walsh, Jack Ronan, Timothy Walsh, and Katherine
3 Walsh (“Plaintiffs”), individually and on behalf of the settlement classes that they purport to represent,
4 and Defendants Premium Property Management & Development, Inc. (“Premium”), Haste Partners,
5 LLC (“Haste”), Sam Sorokin, Craig Beckerman, and Maria DiBlasi (collectively, “Defendants”).
6 Plaintiffs and Defendants are referred to hereinafter as the “Settling Parties.” This settlement is intended
7 to fully, finally, and forever resolve, discharge, release, and settle the lawsuits captioned *Walsh, et al. v.*
8 *Premium Property Management & Development, Inc.*, Case No. RG20072409 (the “Litigation”), and
9 *Haste Partners, LLC v. Walsh, et al.*, Case No. 21SC004296 (“Small Claims Lawsuit”), upon and subject
10 to the terms and conditions herein.

11 **1. Recitals**

12 1.1. On August 26, 2020, Plaintiffs filed a Class Action Complaint in the Superior Court of
13 California for the County of Alameda (the “Court”). After a series of demurrers, Plaintiffs filed a Fifth
14 Amended Class Action Complaint on March 25, 2022 (“5AC”).

15 1.2 Plaintiffs’ complaint challenged Defendants’ landlord practices and brought causes of
16 action for breach of contract, bad faith retention of security deposit in violation of Cal. Civ. Code §
17 1950.5, conversion, breach of the implied warranty of good faith and fair dealing, violations of
18 California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), declaratory
19 relief, violations of Berkeley Municipal Code § 13.76.070, violations of Berkeley Municipal Code §
20 13.78.016, violations of Berkeley Municipal Code § 13.78.017, money had and received, and negligence.

21 1.3 The Parties served and responded to multiple sets of written discovery, including Form
22 Interrogatories, Special Interrogatories, Requests for Production of Documents, and Requests for
23 Admission between 2020 and 2023, and attended numerous informal discovery conferences regarding
24 the same.

25 1.4 Plaintiffs took the depositions of Defendant Premium Property Management &
26 Development, Inc.’s persons most knowledgeable on July 8, 2021. Defendants took the depositions of
27 Plaintiffs Katherine Walsh, Timothy Walsh, and Finn Walsh on October 5 and 6, 2022, and took the
28 deposition of Plaintiff Ronan on October 13, 2022. Defendants also took the depositions of Alex Ree

1 and Hiram Huerta on January 18, 2023 and January 20, 2023, respectively.

2 1.5 Defendant Haste Partners, LLC filed a Small Claims complaint naming Finn Walsh,
3 Timothy Walsh, Katherine Walsh, Alexander Ree, Hiram Huerta, Julie Ree, and Robert Ree as
4 Defendants on December 17, 2021 seeking \$44,868.68 in damages. The Small Claims Lawsuit was
5 consolidated with the Litigation on April 18, 2022.

6 1.6 The Parties participated in two mediation sessions on November 29, 2023 and June 8,
7 2023 before the Honorable Margaret Kemp of ADR Services, Inc. Both mediation sessions were
8 unsuccessful.

9 1.7 The Parties filed briefing regarding class certification between 2022 and 2023.

10 1.8 On November 22, 2023, the Court published a tentative ruling regarding class
11 certification in which the Court contemplated certifying classes with revised class definitions and
12 requested supplemental briefing. The class certification hearing was continued to December 20, 2023.

13 1.9 While drafting class certification supplemental briefing, the Settling Parties began
14 engaging in settlement negotiations that resulted in a settlement in principle that set forth the material
15 terms of the settlement that forms the basis of this Settlement Agreement.

16 1.10 The Settling Parties and their counsel have extensively investigated the facts and issues
17 raised in the Litigation, and have sufficient information to evaluate their settlement and this Settlement
18 Agreement.

19 1.11 Defendants deny the allegations in the Litigation and that they have any liability to
20 Plaintiffs or any Settlement Class Member arising from the claims asserted in the Litigation.
21 Nonetheless, to avoid the substantial burden, risk, and distraction that arises from continuation of the
22 Litigation, and fully and finally to resolve the claims asserted or that could have been asserted against
23 them therein, Defendants have agreed to the terms of this Settlement Agreement.

24 1.12 Counsel for Plaintiffs and Defendants engaged in arm's-length negotiations to achieve
25 settlement of the Litigation. After extensive confidential settlement negotiations, the Settling Parties
26 reached an agreement that forms the basis of this Settlement Agreement. The Settling Parties did not
27 discuss attorneys' fees, costs, or any potential incentive award to Plaintiffs until they first agreed on the
28 substantive terms of their settlement.

1 1.13 Class Counsel analyzed and evaluated the merits of Defendants’ defenses, the risks of
2 continued litigation, and the benefits this settlement would confer on Plaintiffs and the Settlement
3 Classes, as defined below. Among the risks of continued litigation considered by Class Counsel are the
4 possibilities the Court would not certify a class or that Plaintiffs would be unable to prove liability,
5 damages, or entitlement to injunctive relief at trial on a class-wide or individual basis, as well as the fact
6 that, even if proven, Defendants could challenge the determinations on appeal.

7 1.14 Based on their experience and knowledge of the strength of the claims and defenses in
8 the Litigation, counsel for the Settling Parties concluded and are satisfied that the terms and conditions
9 of this Settlement Agreement are fair, reasonable, adequate, and in the best interest of the Settling Parties
10 and the Settlement Class Members.

11 1.15 **NOW, THEREFORE**, pursuant to the terms set forth herein and subject to the Court’s
12 approval of this Settlement Agreement, the Parties hereby stipulate and agree, including on behalf of the
13 Settlement Classes, as defined below, fully and finally to settle, compromise, and resolve the claims that
14 were or could have been asserted in the Litigation and the Small Claims Lawsuit.

15 **2. Definitions**

16 Capitalized terms in this Settlement Agreement are defined by the terms set forth in this Section.
17 If and to the extent Definitions in this Section conflict with other terms set forth in this Settlement
18 Agreement, the Definitions in this Section shall govern.

19 2.1 “Class Counsel” means the Law Offices of Ronald A. Marron, APLC.

20 2.2 “Class Counsel’s Fees and Costs” means an award of Plaintiffs’ attorneys’ fees and costs
21 up to the amount approved by the Court.

22 2.3 “Class Period” means September 1, 2016 until November 30, 2023.

23 2.4 “Defendants’ Released Claims” means the claims to be released by Defendants and the
24 Released Parties as set forth in Section 10.1 of this Settlement Agreement.

25 2.5 “Effective Date” means the date on which the Final Judgment is entered and the period
26 in which to appeal from the Final Judgment has expired. In the event an appeal is filed or reconsideration
27 is sought from the Final Judgment, the Settling Parties will cooperate in seeking to have any such
28 appeal(s) resolved as promptly as possible, and the Effective Date shall become (a) the date on which

1 the Final Judgment is affirmed and is no longer subject to judicial review and (b) the expiration of the
2 time for further appellate review of any appellate order affirming the Final Order and Judgment, or (c)
3 the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the
4 Final Judgment is no longer subject to judicial review.

5 2.6 “Final Approval” means: (a) issuance of a Court order granting final approval of the
6 settlement and this Settlement Agreement as binding on the Settling Parties and the Settlement Classes.

7 2.7 “Final Approval Hearing” means the hearing to be held by the Court to adjudicate
8 whether:

9 (1) the terms of this Settlement Agreement are fair, reasonable, and adequate to the
10 Settlement Classes and should be approved;

11 (2) the Notice constitutes due, adequate, and sufficient notice to all persons entitled to notice
12 of the Litigation and meets all applicable requirements of the California Rules of Court, the United States
13 Constitution (including the Due Process Clause), rules of this Court, and any other applicable law, and
14 constitutes notice as directed by the Court in the Preliminary Approval Order to apprise the Settlement
15 Classes of the (a) pendency of the Litigation; (b) nature and terms of the Settlement; (c) right of
16 Settlement Class Members to object to the Settlement; and (d) right of Settlement Class Members to
17 appear at the Final Approval Hearing;

18 (3) a final judgment should be entered dismissing the Litigation with prejudice, as
19 contemplated by this Settlement Agreement;

20 (4) the Court should approve the award of Class Counsel’s Fees and Costs; and

21 (5) any other matter that the Court may deem appropriate.

22 The Settling Parties anticipate the Final Approval Hearing will be scheduled approximately one
23 hundred and twenty (120) days after the Notice to the Settlement Classes.

24 2.8 “Final Judgment” means the Final Judgment to be entered by the Court, which, among
25 other things, fully and finally approves this Settlement Agreement and dismisses Defendants from the
26 Litigation with prejudice.

27 2.9 “Gross Settlement Fund” means the non-reversionary amount of \$640,000 (Six Hundred
28 Forty Thousand Dollars 00/100) that Defendants shall pay in settlement of the Litigation.

1 2.10 “Guarantor” means any person who co-signed a lease or agreed to guaranteed payment
2 of rent, Lease Fees or other charges pursuant to a written agreement with Premium Property Management
3 & Development, Inc., on behalf of a member of the Lease Renewal Class

4 2.11 “Incentive Award” means the award that will be sought by application and, if approved by
5 the Court, will be payable to Plaintiffs from the Settlement Fund for their role as the class representatives
6 and the responsibility and work attendant to that role.

7 2.12 “Individual Class Member Proceeds” shall mean the portion of the Net Settlement Fund
8 to be distributed to each Settlement Class Member.

9 2.13 “Lease Fee” shall mean the following fees collected by Premium Properties during the
10 Class Period: Lease Transfer Fees, Roommate Replacement Fees, Roommate Add-On Fees and
11 Roommate Removal Fees.

12 2.14 “Managed Property” shall mean any residential rental property in California for which
13 Defendant Premium Property Management & Development, Inc. served as the property manager during
14 the Class Period.

15 2.15 “Multi-Tenant Unit” shall mean a rental unit in a Managed Property that was leased by
16 more than one Settlement Class Member during the same lease term (including any extended or renewed
17 lease term).

18 2.16 “Multi-Tenant Unit Proceeds” shall mean for Settlement Class Members who resided in
19 Multi-Tenant Units, the total portion of the Net Settlement Fund to be distributed between the Settlement
20 Class Members who resided in each Multi-Tenant Unit.

21 2.17 “Net Settlement Fund” means the amount of money that will remain after the following
22 are deducted from the Gross Settlement Fund upon approval by the Court (1) attorneys’ fees of up to
23 \$390,000, or another amount approved by the Court, and costs reasonably incurred by Class Counsel up
24 to \$40,000 as set forth in Section 8.1 below; (2) Incentive Awards in the amount of up to \$7,500 to each
25 Plaintiff as set forth in Section 8.3 below, and (3) costs of class notice in the amount of up to \$15,000 as
26 set forth in Section 6.7 below. The Settling Parties estimate that the Net Settlement Fund will total
27 approximately \$172,912.27 and the Net Settlement Fund will be used to make Settlement Payments to
28 Settlement Class Members as described in Section 7.2 of this Settlement Agreement.

1 2.18 “Notice” means the notices to be sent via e-mail, direct U.S. postal mail, and/or made
2 available online, including the Notice attached hereto as Exhibit A.

3 2.19 “Notice Date” means the date Notice is communicated to Settlement Class Members
4 pursuant to Section 6 of this Settlement Agreement.

5 2.20 “Notice Plan” means the proposal for dissemination of Notice to members of the
6 Settlement Classes as described in Section 6 of this Agreement.

7 2.21 “Objection” means the written communication that must be filed with the Court and sent
8 to counsel for the Settling Parties and postmarked on or before the Objection/Exclusion Deadline by a
9 Settlement Class Member who wishes to object in writing to the terms of the Settlement as defined in
10 Section 5.2 below.

11 2.22 “Objection/Exclusion Deadline” is the date by which a written Objection or Request for
12 Exclusion by a Settlement Class Member must be postmarked, as ordered by the Court in its Preliminary
13 Approval Order referred to in Section 4 of this Settlement Agreement.

14 2.23 “Plaintiffs” mean Plaintiffs Finn Walsh, Jack Ronan, Timothy Walsh, and Katherine
15 Walsh.

16 2.24 “Preliminary Approval Order” means the order to be entered by the Court which
17 preliminarily approves the Settlement, certifies the Settlement Classes, sets dates for the Final Approval
18 Hearing, Objection/Exclusion Deadline, and Notice Date, and approves the Notice Plan.

19 2.25 “Plaintiffs’ and Settlement Class Members’ Released Claims” means the claims released
20 by Plaintiffs and Settlement Class Members in accordance with Section 10 of this Settlement Agreement.

21 2.26 “Released Parties” means Defendants, and each of their agents, partners and former
22 partners, predecessors, successors, managers, members, directors, officers, shareholders, employees,
23 attorneys, and insurers. Released Parties shall also include the owners, agents, partners and former
24 partners, predecessors, successors, managers, members, directors, officers, shareholders, employees,
25 attorneys, and insurers of any Managed Property.

26 2.27 “Renewal Term” shall mean the period of time beyond the Settlement Class Member’s
27 original lease term pursuant to one of Premium Property Management & Development, Inc.’s written
28 notice of lease renewal or lease renewal forms (sometimes formulated with the title “Notice of Lease

1 Renewal”).

2 2.28 “Request for Adjustment” means the written communication that must be submitted to
3 the Settlement Administrator thirty (30) days before the Objection/Exclusion Deadline by a Settlement
4 Class Member to dispute the estimated calculation of their Individual Settlement Proceeds.

5 2.29 “Request for Alternative Distribution” means the written communication that must be
6 submitted to the Settlement Administrator thirty (30) days before the Objection/Exclusion Deadline by
7 Settlement Class Members in a Multi-Tenant Unit to request that Multi-Tenant Unit Proceeds be
8 distributed other than on a pro-rata basis, or by Lease Renewal Settlement Class Members with
9 Guarantors who desire separate distributions to be issued directly to Guarantors.

10 2.30 “Request for Exclusion” means the written communication that must be sent to the
11 Settlement Administrator and postmarked on or before the Objection/Exclusion Deadline by a Settlement
12 Class Member who wishes to be excluded from the Settlement Class as defined in Section 5.1 of this
13 Settlement Agreement.

14 2.31 “Settlement Administrator” means Classaura Class Action Administration, which will
15 provide Notice to the Settlement Class and administer the claims process. The Parties shall select a
16 successor Settlement Administrator in the event one becomes necessary.

17 2.32 “Settlement” or “Settlement Agreement” means this Class Action Settlement Agreement,
18 including all exhibits thereto.

19 2.33 “Settlement Classes” consists of the following:

20 LEASE RENEWAL CLASS. All persons and their Guarantors who rented residential property
21 in California and who executed and delivered a written notice of lease renewal or lease renewal
22 form to Premium Property Management & Development, Inc. regarding renewing or extending
23 the term of their lease for a residential property in California from September 1, 2016 through
24 November 30, 2023 (the “Class Period”), and whose entire unit vacated the property before the
commencement of the renewal period.

25 LEASE FEE CLASS. All persons who rented residential property in California and were charged
26 for roommate add-on fees, roommate replacement fees, request to be removed fees, or lease
transfer fees by Premium Property Management & Development Inc. during the Class Period.

27 SECURITY DEPOSIT CLASS. All persons who rented residential property in California and
28 were charged rent or fees as members of the Lease Renewal Class or the Lease Fee Class and
who had deductions taken from their security deposits for that rent or fees by Premium Property

1 Management & Development Inc. during the Class Period.

2 The Settlement Classes specifically exclude (1) any judicial officer presiding over the Litigation,
3 (2) Defendants and Released Parties, and each of their current or former officers, directors, and
4 employees; (2) legal representatives, successors, or assigns of any such excluded person, and (4) any
5 person who properly executes and sends a timely Request for Exclusion.

6 2.34 “Settlement Class Members” means all persons who are members of the Settlement
7 Classes.

8 2.35 “Settlement Payment” means the amount to be paid to a Settlement Class Member from
9 the Net Settlement Fund as described in Section 7.2 of this Settlement Agreement.

10 2.36 “Settlement Website” means an internet website created and maintained by the Settlement
11 Administrator to provide the Settlement Class with information relating to the Settlement. The URL of
12 the Settlement Website shall be provided in the Notice.

13 **3. Stipulation to Class Certification**

14 3.1 The Settling Parties hereby stipulate, for purposes of this Settlement Only, that the
15 requirements of California Code of Civil Procedure Section 382 are satisfied and, subject to Court
16 approval, the Settlement Classes shall be certified for settlement purposes pursuant to the terms and
17 conditions set forth in this Settlement Agreement. The Settling Parties stipulate and agree to conditional
18 certification of the Settlement Classes for purposes of this Settlement only. Should the Court not grant
19 Final Approval of the Settlement, for whatever reason, this stipulation to class certification shall become
20 null and void.

21 3.2 Neither this Settlement Agreement nor any statement, transaction, or proceeding in
22 connection with the negotiation, execution, or implementation of this Settlement Agreement shall be
23 construed as, or deemed evidence of, an admission or concession by Defendants that a class should or
24 could have been certified in the Litigation for any purpose other than settlement. If the Court fails to
25 grant Final Approval of the Settlement, the Settling Parties agree and stipulate that Defendants shall and
26 do retain all of the rights, defenses, and arguments they had preceding execution of this Settlement
27 Agreement, and nothing in this Settlement Agreement shall or can be used as evidence or argument by
28 Plaintiffs or putative Settlement Class Members concerning any aspect of the Litigation, including

1 whether the alleged claims properly can be maintained as a class action.

2 **4. Preliminary Approval**

3 4.1 Plaintiffs shall apply to the Court for entry of a Preliminary Approval Order. The
4 Preliminary Approval Order shall include provisions that:

5 4.1.1 Preliminarily approve this Settlement as falling within the range of reasonableness
6 meriting possible final approval;

7 4.1.2 Direct Notice to the Settlement Classes in the manner specified in this Settlement
8 Agreement as set forth in Section 6 below;

9 4.1.3 Preliminarily determine that Plaintiffs are members of the Settlement Classes and,
10 for purposes of the Settlement Agreement, satisfy the requirements of California Code of Civil
11 Procedure Section 382 to appoint Plaintiffs as the class representatives of the Settlement Classes;

12 4.1.4 Conditionally certify the Settlement Classes under California Code of Civil
13 Procedure Section 382 for settlement purposes only;

14 4.1.5 Appoint the Law Offices of Ronald A. Marron, APLC as Class Counsel;

15 4.1.6 Schedule the Final Approval Hearing;

16 4.1.7 Set a briefing schedule for a Motion for Final Approval of the Settlement;

17 4.1.8 Establish a Notice Date and direct the Settlement Administrator to cause Notice
18 to be disseminated in the manner set forth in this Settlement Agreement within thirty (30) days
19 after entry of the Preliminary Approval Order;

20 4.1.9 Determine that the Notice to be sent to the Settlement Classes: (a) meets the
21 requirements of California Law and the Due Process Clause of the United States Constitution;
22 (b) is the best practicable notice under the circumstances; and (c) is reasonably calculated to
23 apprise Settlement Classes members of the pendency of the Litigation and their right to object
24 and opt out of or participate in the Settlement within the timeframe provided herein;

25 4.1.10 Require members of the Settlement Classes who wish to opt out of the Settlement
26 to submit written Requests for Exclusion timely on or before the Objection/Exclusion Deadline
27 to the Settlement Administrator, as specified in Section 5 of this Settlement Agreement;

28 4.1.11 Provide that Settlement Class Members may, but need not, submit objections in

1 writing, and state that the Court will entertain any objections from participating class members
2 at the final approval hearing.

3 4.1.12 Require Settlement Class Members who wish to object in writing to the fairness,
4 reasonableness, or adequacy of the Settlement, Class Counsel’s Fees and Costs, or Incentive
5 Awards to file with the Court and deliver to Class Counsel and Defendants’ counsel by the
6 Objection/Exclusion Deadline, a statement of his or her Objection, as well as the specific reason
7 for such Objection, including legal support the Settlement Class Member wishes to bring to the
8 Court’s attention, and evidence the Settlement Class Member wishes to introduce in support of
9 his or her Objection;

10 4.1.13 Provide that any Settlement Class Member who does not timely submit a written
11 Request for Exclusion or Objection will be bound by all proceedings, orders, and judgments in
12 this Litigation; and

13 4.1.14 Provide the Objection/Exclusion Deadline be a date that is forty-five (45) days
14 prior to the Final Approval Hearing.

15 **5. Requests for Exclusion; Objections; and Requests for Alternative Distribution**

16 5.1 Any Settlement Class Member who does not wish to participate in the Settlement must
17 submit a Request for Exclusion to the Settlement Administrator stating his or her intention to be
18 “excluded” from the Settlement. The Request for Exclusion must contain the Settlement Class Member’s
19 name, current address, email address, and telephone number. The Request for Exclusion must be
20 personally signed by the Settlement Class Member and dated, mailed, and postmarked to the Settlement
21 Administrator on or before the Objection/Exclusion Deadline.

22 5.1.1 Multiple, so-called “mass” or “class,” opt-outs shall not be allowed.

23 5.1.2 The date of the postmark on the return mailing envelope shall be the exclusive
24 means used to determine whether a Request for Exclusion has been timely submitted.

25 5.1.3 For Settlement Class Members who resided in Multi-Tenant Units, all Settlement
26 Class Members who resided in the Multi-Tenant Unit must complete and sign the Request for
27 Exclusion.

28 5.1.4 Any Settlement Class Member whose Request for Exclusion from the Settlement

1 Class is approved by the Court will not be bound by the Settlement and will have no right to
2 object, appeal, or comment thereon.

3 5.2 Any Settlement Class Member, on his or her own, or through an attorney hired at his or
4 her own expense, may object to the terms of the Settlement, Class Counsel's application for an award of
5 Class Counsel's Fees and Costs, or the Incentive Awards. Objections may, but need not be in writing.
6 Any written objection must include the contents described in Paragraph 5.3 below and must be filed with
7 the Court. The written Objection must also be sent to counsel for the Settling Parties as set forth below
8 via U.S. Mail on or before the Objection/Exclusion Deadline or as the Court may otherwise direct. All
9 written Objections to the Settlement must be sent to each of the following addresses:

10 **LAW OFFICES OF RONALD A. MARRON, APLC**
11 ATTN: Premium Properties Settlement
12 651 Arroyo Drive
13 San Diego, California 92103

14 **DONAHUE FITZGERALD, LLP**
15 ATTN: Premium Properties Settlement
16 1999 Harrison Street, 26th Floor
17 Oakland, California 94612-3520

18 5.3 To be effective, written Objections must be accompanied by documents or other evidence,
19 as well as any factual or legal argument the objecting Settlement Class Member intends to rely upon in
20 making his or her Objection. All written Objections must include (a) a reference, in its first sentence, to
21 the Litigation, *Walsh v. Premium Property Management & Development, Inc.*, Case No. RG20072409;
22 (b) the objector's full, legal name, residential address, telephone number, and email address (and the
23 objector's lawyer's name, business address, telephone number, and email address if objecting through
24 counsel); (c) a statement describing the objector's membership in the Settlement Classes and identifying
25 the specific Settlement Class(es) of which the objector is a member; (d) a written statement of all grounds
26 for the Objection, accompanied by any legal support for such objection; (e) copies of any papers, briefs,
27 or other documents upon which the Objection is based; (f) a list of all persons who will be called to
28 testify in support of the Objection; (g) a statement of whether the objector intends to appear at the Final
Approval Hearing (note: if the objector intends to appear at the Final Approval Hearing through counsel,
the Objection must also state the identity of all attorneys representing the objector who will appear at the

1 Final Approval Hearing); (h) a list of the exhibits that the objector may offer during the Final Approval
2 Hearing, along with copies of such exhibits; and (i) the objector's signature. In addition, Settlement Class
3 Members, if applicable, must include with their written Objection (a) the identity of all counsel who
4 represent the objector, including former or current counsel who may be entitled to compensation for any
5 reason related to the objection; and (b) a detailed list of any other objections submitted by the Settlement
6 Class Member, or his/her counsel, to any class actions submitted in any court, whether state or federal,
7 in the United States in the previous five (5) years.

8 5.4 In the alternative, Settlement Class Members may appear in Court (or hire an attorney to
9 appear in Court) to present verbal objections at the Final Approval Hearing. The Court will entertain any
10 objections from participating class members at the Final Approval Hearing. If an objecting party intends
11 to appear at the Final Approval Hearing, the objector may file with the Court, at least thirty (30) days
12 before the Final Approval Hearing (or such other deadline as may be set by the Court), a notice of intent
13 to appear. The notice of intent to appear should list the name, address and telephone number of the
14 attorney, if any, who will appear on behalf of that party.

15 5.5 Either Party may request the Court, within its discretion, to exercise its right to deem any
16 Objection frivolous and award appropriate costs and fees to the Party or Parties opposing such
17 Objection(s).

18 5.6 Any Settlement Class Member who fails to timely submit a Request for Exclusion or
19 Objection as provided in this Settlement Agreement shall be bound by all subsequent proceedings,
20 orders, and Final Judgment in the Litigation, even if he or she has pending, or subsequently initiates, any
21 litigation, arbitration, or other proceeding against Defendants or Released Parties relating to the
22 Plaintiffs' and Settlement Class Members' Released Claims.

23 5.7 Request for Alternative Distribution. Multi-Tenant Unit Proceeds will be distributed to
24 Settlement Class Members who resided in Multi-Tenant Units on a pro-rata basis. Settlement Class
25 Members who resided in a Multi-Tenant Unit and wish to provide instructions for Multi-Tenant Unit
26 Proceeds to be distributed other than on a pro-rata basis must submit a Request for Alternative
27 Distribution to the Settlement Administrator providing instructions for any alternate division of the
28 Multi-Tenant Unit Proceeds. The Request for Alternative Distribution must be submitted to the

1 Settlement Administrator no later than 30 days before the Objection/Exclusion Deadline, must provide
2 the Settlement Class Member’s current address, email address, and telephone number, and be signed
3 and dated by all tenants who resided in the unit.

4 **6. Notice to Settlement Class Members**

5 6.1 The Notice shall:

6 6.1.1. Inform the Settlement Classes that if they do not timely exclude themselves from
7 the Settlement Classes or object to the Settlement they may be eligible to receive the relief
8 provided by the proposed Settlement Agreement;

9 6.1.2. Contain a short, plain statement of the background of the Litigation and the
10 proposed Settlement;

11 6.1.3 Describe the proposed relief outlined in this Settlement Agreement;

12 6.1.4 Explain that Multi-Tenant Unit Proceeds will be distributed on a pro-rata basis
13 between all tenants in a Multi-Tenant Unit unless all Settlement Class Members who resided in the unit
14 submit a timely Request for Alternative Distribution to the Settlement Administrator;

15 6.1.5. Explain the impact the proposed Settlement will have on any existing or future
16 litigation, arbitration, or other proceeding;

17 6.1.6. State that any relief to Settlement Class Members is contingent upon the Court’s
18 granting Final Approval of the Settlement;

19 6.1.7. Disclose Class Counsel will seek an award of Class Counsel’s Fees and Costs
20 from the Settlement Fund;

21 6.1.8 Identify if the Settlement Class Member resided in a Multi-Tenant Unit and
22 provide the names of other Settlement Class Members who resided in the Multi-Tenant Unit;

23 6.1.9 For tenants who resided in Multi-Tenant Units, provide an estimated calculation
24 of the Multi-Tenant Unit Proceeds; and

25 6.1.10 Provide an estimated calculation of the Individual Class Member Proceeds to be
26 distributed to the Settlement Class Member.

27 6.1.11 State that the pleadings and other records in this litigation may be examined online
28 on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at

1 <https://portal.alameda.courts.ca.gov>.

2 6.2 For purposes of effecting the Notice Plan, no later than seven (7) calendar days after the
3 Court grants preliminary approval, Defendants shall provide the Settlement Administrator with the
4 names, last known addresses, and email addresses of all Settlement Class Members; identify whether the
5 Settlement Class Member resided in a Multi-Tenant Unit and provide the names of other Settlement
6 Class Members who resided in the Multi-Tenant Unit; provide an estimated calculation of the Multi-
7 Tenant Unit Proceeds; and provide an estimated calculation of the Individual Class Member Proceeds to
8 be distributed to the Settlement Class Member.

9 6.3 Notice to the Settlement Class Members. Within thirty (30) days after entry of the
10 Preliminary Approval Order, or on the date established by the Court in the Preliminary Approval Order,
11 the Settlement Administrator shall effect notice as set forth below:

12 6.3.1 Direct Notice. On or before the Notice Deadline, the Settlement Administrator
13 will cause the Notice, in the form attached hereto as Exhibit A, to be sent to all Settlement Class
14 Members via electronic mail and/or U.S. Mail. The Notice shall inform Settlement Class
15 Members that they need not do anything to receive an individual class payment and to keep the
16 Settlement Administrator apprised of their current mailing address and email address, to which
17 the individual class payment will be mailed or emailed. The Notice shall also inform Settlement
18 Class Members that Multi-Tenant Unit Settlement Proceeds will be distributed equally between
19 tenants who resided in Multi-Tenant Units, unless a timely Request for Alternative Distribution
20 is submitted to the Settlement Administrator. If the Settlement Administrator does not have a
21 valid electronic mail address or a valid postal address for any Settlement Class Member, then the
22 Settlement Administrator shall use reasonable means to identify a valid postal address for the
23 Settlement Class Members through use of skip tracing or otherwise.

24 6.3.2 Settlement Website. On or before the Notice Deadline, the Settlement
25 Administrator shall establish the Settlement Website, from which Settlement Class Members may
26 download or print the Notice, a complete copy of this Settlement Agreement, the Preliminary
27 Approval Order, and material filings and Orders in the Litigation. The Settlement Website shall
28 include the deadlines for submitting Requests for Exclusion, written Objections, Requests for

1 Alternative Distributions for Multi-Tenant Units, the date of the Final Approval Hearing, and
2 other information pertaining to the Settlement. The Settlement Administrator shall establish the
3 Settlement Website using the website name PremiumPropertiesSettlement.com, or another
4 Settlement Website name to be mutually agreed upon by the Settling Parties. The Website shall
5 be operative no later than the Notice Date and shall be accessible for a period of not fewer than
6 sixty (60) days following the Effective Date.

7 6.4 Declaration of Compliance. Within five (5) calendar days after the Notice Date, the
8 Settlement Administrator shall provide Class Counsel with a declaration attesting to completion of the
9 notice process set forth in this Section.

10 6.5 Disputes. Settlement Class Members who dispute the estimated calculation of their
11 Individual Settlement Proceeds will have the opportunity to dispute the estimated calculation by sending
12 a written Request for Adjustment to the Settlement Administrator at least thirty (30) days before the
13 Objection/Exclusion Deadline. The Request for Adjustment must be signed by the Settlement Class
14 Member and must contain (a) a reference to the Litigation, *Walsh v. Premium Property Management &*
15 *Development, Inc.*, Case No. RG20072409; (b) the Settlement Class Member's full, legal name,
16 residential address, telephone number, and email address; (c) a statement describing the Settlement Class
17 Member's membership in the Settlement Classes and identifying the specific Settlement Class(es) of
18 which the Settlement Class Member is a member; and (d) a statement of his or her Request for
19 Adjustment, as well as the specific reason for such Request, including any evidence the Settlement Class
20 Member wishes to introduce in support of his or her Request. If there is a dispute, the Settlement
21 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
22 Settlement Administrator shall determine the eligibility for, and the amounts of, any individual class
23 payments under the terms of this Settlement. The Settlement Administrator's determination of the
24 eligibility for and amount of any Individual Settlement Proceeds shall be binding upon the Settlement
25 Class Member and the Parties.

26 6.6. Distributions for Settlement Class Members in Multi-Tenant Units. Settlement Class
27 Members who resided in Multi-Tenant Units will each receive an equal share of the Multi-Tenant Unit
28 Proceeds calculated for their unit based on Defendants' records. To the extent that tenants in Multi-

1 Tenant Units request a different distribution of Multi-Tenant Unit Proceeds, Settlement Class Members
2 within that unit must submit a timely Request for Alternative Distribution to the Settlement
3 Administrator at least 30 days before the Objection/Exclusion Deadline.

4 6.7 Costs of Notice and Administration. The Gross Settlement Fund will be used to pay the
5 cost of class notice and claims administration in the amount of up to \$15,000.00, or a lesser or greater
6 amount as ordered by the Court.

7 **7. Settlement Consideration**

8 7.1 Class Benefits. Class Counsel and Plaintiffs believe the Settlement confers substantial
9 benefits upon the Settlement Classes, as identified below, particularly as weighed against the risks
10 associated with the inherent uncertain nature of a litigated outcome; the complex nature of the Litigation
11 in which Class Counsel have reviewed internal and confidential documents; and the length and expense
12 of continued proceedings through additional fact depositions, expert depositions, third-party document
13 productions and depositions, summary judgment briefing, trial, and appeals. Based on their evaluation
14 of such factors, Class Counsel and Plaintiffs have determined the Settlement, based on the terms set forth
15 herein, is in the best interests of the Settlement Classes.

16 7.2 Monetary Relief. Within five (5) calendar days of the entry of the Final Approval Order
17 by the Court, Defendants shall pay a non-reversionary amount of \$640,000 (Six Hundred and Forty
18 Thousand Dollars 00/100) in settlement of the Litigation (the “Gross Settlement Fund”) to the Settlement
19 Administrator. From the Gross Settlement Fund, the following will be deducted upon approval by the
20 Court (1) attorneys’ fees of up to \$390,000, or another amount approved by the Court, and costs
21 reasonably incurred by Class Counsel up to \$40,000 as set forth in Section 8.1 below; (2) Incentive
22 Awards in the amount of up to \$7,500 to each Plaintiff as set forth in Section 8.3 below, and (3) costs of
23 class notice in the amount of up to \$15,000 as set forth in Section 6.7 below. The remainder (the “Net
24 Settlement Fund”), estimated to be approximately \$172,912.27, will be paid out to Settlement Class
25 Members as follows:

26 7.2.1. The Lease Renewal Settlement Class will receive a full refund of amounts paid or
27 withheld from Lease Renewal Settlement Class Members’ security deposit for the purpose of
28 payment of rent due in the Renewal Term. Lease Renewal Settlement Class Members will not be

1 entitled to refunds of any amounts withheld for rent due prior to commencement of the Renewal
2 Term. Following a diligent inquiry and investigation, the monetary amount to be refunded to the
3 Lease Renewal Settlement Class is estimated to be approximately \$15,472.82.

4 7.2.1.1 For the purpose of issuing monetary relief (including any pro rata distribution
5 under Paragraph 7.2.4), any Guarantor for Lease Renewal Settlement Class Members will not be
6 counted separately from the tenant(s) on whose behalf the Guarantor acted as a co-signer, and
7 Guarantors shall not be entitled to any payment separate from that issued to their associated
8 tenant(s).

9 7.2.2. The Lease Fee Settlement Class will receive a full refund of all Lease Fees paid
10 or withheld. Following a diligent inquiry and investigation, the monetary amount to be refunded
11 to the Lease Fee Class is estimated to be approximately \$90,636.41.

12 7.2.3. The Security Deposit Settlement Class will receive an additional payment
13 equivalent to the amount of the security deposit withheld from members of the Lease Renewal
14 class for rent in the Renewal Term and/or from members of the Lease Fee Class for Lease Fees.
15 Following a diligent inquiry and investigation, the monetary amount to be refunded to the
16 Security Deposit Class is estimated to be approximately \$66,803.04.

17 7.2.4. Pro Rata Distribution: If the Gross Settlement Fund is not exhausted, then each
18 payment to Settlement Class Members will be proportionately increased pro rata, equally among
19 Settlement Class Members. If the amount of payments to Settlement Class Members exceeds the
20 Net Settlement Amount, then each payment to Settlement Class Members will be proportionately
21 decreased pro rata, equally among Settlement Class Members.

22 7.2.5. Cy Pres Recipient: If after 365 days from distribution of the Net Settlement
23 Amount, any amounts including unallocated, unclaimed, or undeliverable funds remain in the
24 Settlement Fund, then the remainder shall be awarded *cy pres* to Tenants Together, a non-profit
25 organization whose benefit will be intended to include California tenants (or some other non-
26 profit, public benefit corporation nominated by Class Counsel and approved by the Court).
27 Tenants Together is a non-profit organization dedicated to defending and advancing the rights of
28 California tenants. See <https://www.tenantstogether.org/>

1 7.3 The Settlement Administrator shall provide the payments to Settlement Class Members
2 described in Sections 7.2 above within thirty (30) days of the Effective Date via check to the Settlement
3 Class Member’s postal address on record with Defendants.

4 7.4 Defendants agree to provide to Class Counsel (i) the aggregate number of Class Members
5 within each of the Settlement Classes and (ii) the aggregate amount of refunds to be returned to Class
6 Members within each of the Settlement Classes.

7 **8. Award of Fees and Expenses to Class Counsel and Incentive Award to Plaintiffs**

8 8.1 An award of Class Counsel’s Fees and Costs shall be made from the Gross Settlement
9 Fund to Class Counsel. Class Counsel may make an application for an award of Class Counsel’s Fees
10 in the Litigation of up to \$390,000 and Costs reasonably incurred by Class Counsel of up to \$40,000.
11 Subject to the terms and conditions of this Settlement Agreement and any order of the Court, Class
12 Counsel’s Fees and Costs shall be paid within ten (10) days after the Final Approval Order, except that
13 ten percent of Class Counsel’s Fee award must be kept in the administrator’s trust fund until the
14 completion of the distribution process and court approval of a final accounting.

15 8.2 Class Counsel may ask the Court for Incentive Awards from the Gross Settlement Fund
16 to Plaintiffs in the amount of \$7,500.00 each. Any Incentive Award approved by the Court shall be paid
17 within ten (10) days after the Final Approval Order.

18 8.3 To the extent the Court does not approve the full amount of Class Counsel’s Fees and
19 Costs or the Incentive Awards, the non-approved amounts will be made available to Class Members as
20 part of the non-reversionary Net Settlement Fund.

21 8.4 Except as provided in paragraphs 7.2 and 8.1 herein, no Party or Settlement Class
22 Member shall be entitled to seek attorney’s fees or costs from the Gross Settlement Fund or from any
23 other Party, and all Parties and Settlement Class Members shall be responsible for payment of their own
24 attorney’s fees and costs.

25 **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

26 9.1 In the event this Settlement Agreement is not approved by the Court or the Settlement set
27 forth herein is terminated or fails to become effective in accordance with its terms, the Settling Parties
28 shall be restored to their respective pre-settlement positions in the Litigation, and this entire Settlement

1 Agreement shall become null and void.

2 9.2 The Parties and their counsel agree to cooperate fully with one another and to use their
3 best efforts to effectuate the Settlement, including, without limitation, in seeking Preliminary Approval
4 and Final Approval of the Settlement, carrying out the terms of this Settlement Agreement, and promptly
5 agreeing upon and executing all such other documentation as may be reasonably required to obtain final
6 approval by the Court of the Settlement. The Parties shall cooperate in good faith and undertake all
7 reasonable actions and steps in order to accomplish the events described in this Settlement Agreement.

8 **10. Releases**

9 10.1 Plaintiffs' and Settlement Class Members' Releases. As of the Effective Date, all
10 Settlement Class Members on behalf of themselves, their heirs, assigns, predecessors, successors, and/or
11 co-signers fully and finally release Defendants and the Released Parties from any and all claims alleged
12 or that could have been alleged in the Litigation. The Settlement Class Released Claims do not include
13 any claims for personal injury and exclude the release of claims that are not permitted by applicable law.

14 10.2 Defendants' Releases. As of the Effective Date, all Defendants and Released Parties, on
15 behalf of themselves, their heirs, assigns, predecessors, successors, fully and finally release Finn Walsh,
16 Katherine Walsh, Timothy Walsh, Jack Ronan, Hiram Huerta, Alexander Ree, Julie Ree, and Robert Ree,
17 and their heirs, assigns, predecessors, successors, and/or co-signers from any and all claims alleged or
18 that could have been alleged in the Small Claims Lawsuit.

19 10.3 Notwithstanding the above, the Court shall retain continuing jurisdiction over the Parties
20 and the Settlement Agreement with respect to the future performance of the terms of the Settlement
21 Agreement, and to assure that all payments and other actions required of any of the Parties by the
22 Settlement are properly made or taken. All Parties hereto submit to the jurisdiction of the Court for
23 purposes of implementing and enforcing the terms embodied in this Settlement Agreement.

24 **11. Information Regarding Settlement Proceeds**

25 11.1 Defendant Premium Properties agrees to provide information to the Settlement
26 Administrator for the purpose of providing notice and calculating Individual Settlement Proceeds and
27 Multi-Tenant Unit Proceeds. Premium Properties agrees to cooperate with the Settlement Administrator
28 to provide additional information if available.

1 **12. Miscellaneous Proceedings**

2 12.1 Pending entry of the Preliminary Approval Order and the entry of the Final Judgment, the
3 Settling Parties agree to stay all proceedings in this Litigation, except those incident to the Settlement
4 itself.

5 12.2 The Settling Parties agree to use their best efforts to prevent, stay, or seek dismissal of, or
6 to oppose entry of any interim or final relief in favor of, any claim by any member of the Settlement
7 Classes in any litigation that would be barred by the releases contemplated by this Settlement Agreement,
8 and any other litigation against any of the Parties challenging the Settlement, or that otherwise involves,
9 directly or indirectly, a Released Claim.

10 12.3 The Settling Parties and their undersigned counsel agree to undertake their best efforts
11 and mutually cooperate to promptly effectuate this Settlement Agreement and the terms of the Settlement
12 set forth herein, including taking all steps and efforts contemplated by this Settlement Agreement and
13 any other steps and efforts which may become necessary by order of the Court or otherwise.

14 12.4 The undersigned represent that they are fully authorized to execute and enter into the
15 terms and conditions of this Settlement Agreement.

16 12.5 This Settlement Agreement contains the entire agreement among the Settling Parties and
17 supersedes any prior agreements or understandings between them. All terms of this Settlement
18 Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties. The
19 presumption found in California Civil Code Section 1654 that uncertainties in a contract are interpreted
20 against the party causing an uncertainty to exist is hereby waived by all Settling Parties.

21 12.6 The terms of this Settlement Agreement are and shall be binding upon each of the Settling
22 Parties, their agents, attorneys, employees, successors and assigns, and upon all other persons claiming
23 any interest in the subject matter through any of the Settling Parties, including any Settlement Class
24 Member.

25 12.7 Whenever this Settlement Agreement requires or contemplates that one Party shall or may
26 give notice to the other, notice shall be provided by email, or next day (excluding Sunday) express
27 delivery service as follows:

28 If to Plaintiff, then to:

1 Ronald A. Marron
2 Lilach Halperin
3 **LAW OFFICES OF RONALD A. MARRON, APLC**
4 651 Arroyo Drive
5 San Diego, California 92103
6 ron@consumersadvocates.com
7 lilach@consumersadvocates.com

8 If to Defendant, then to:
9 John Kirke
10 **DONAHUE FITZGERALD LLP**
11 1999 Harrison Street, 26th Floor
12 Oakland, California 94612-3520
13 jkirke@donahue.com

14 12.8 The time periods and dates described in this Settlement Agreement with respect to the
15 giving of notices and hearings are subject to approval and change by the Court or by the written
16 agreement of Class Counsel and Defendants' Counsel, without notice to Settlement Class Members. The
17 Settling Parties reserve the right, by agreement and subject to the Court's approval, to grant any
18 reasonable extension of time that might be needed to carry out any of the provisions of this Settlement
19 Agreement.

20 12.9 All time periods set forth herein shall be computed in calendar days unless otherwise
21 expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement
22 or by order of the Court, the day of the act, event, or default from which the designated period of time
23 begins to run shall not be included. The last day of the period so computed shall be included, unless it is
24 a Saturday, Sunday, or legal holiday or, when the act to be done is the filing of a paper in Court, a day in
25 which weather or other conditions have made the Office of the Clerk or the Court inaccessible, in which
26 event the period shall run until the end of the next day.

27 12.10 The Parties, their successors and assigns, and their attorneys undertake to implement the
28 terms of this Settlement Agreement in good faith and to use good faith in resolving any disputes that
may arise in the implementation of the terms of this Settlement Agreement.

12.11 This Settlement Agreement may be amended or modified only by a written instrument
signed by Class Counsel and Defendants' Counsel. Amendments and modifications may be made without
additional notice to the Settlement Class Members unless such notice is required by the Court.

1 12.12 Neither this Settlement Agreement nor any act performed or document executed pursuant
2 to or in furtherance of this Settlement Agreement: (a) is or may be deemed to be or may be used as an
3 admission or evidence of the validity of any Released Claim, or of any wrongdoing or liability of
4 Defendants, or of the propriety of Class Counsel maintaining the Litigation as a class action; or (b) is or
5 may be deemed to be or may be used as an admission or evidence of any fault or omission of Defendants
6 in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal,
7 except that Defendants may file this Settlement Agreement or the Final Judgment in any action that may
8 be brought against any Released Party in order to support a defense or counterclaim based on principles
9 of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other
10 theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

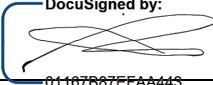
11 12.13 The Court shall retain jurisdiction with respect to the implementation and enforcement of
12 the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for
13 purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

14 12.14 This Settlement Agreement may be executed in counterparts, each of which shall
15 constitute an original.

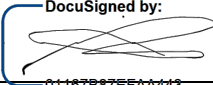
16 **IN WITNESS THEREOF**, the Settling Parties hereto have caused this Settlement Agreement
17 to be executed by their duly authorized representatives.

18
19 **UNDERSTOOD AND AGREED:**

20 Dated: July 25, 2024

21 By: 
01167B87EFAA443...
Representative of Defendant Premium
Property Management & Development, Inc.

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23
24 Dated: July 25, 2024

25 By: 
01167B87EFAA443...
Representative of Defendant Premium
Haste Partners, LLC

26
27
28 Dated: July 25, 2024

By: 
01167B87EFAA443...
Defendant Sam Sorokin

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Dated: July 25, 2024

DocuSigned by:
By: Craig Beckerman
39291439CF7848C...
Defendant Craig Beckerman

Dated: July 25, 2024

DocuSigned by:
By: Maria DiBlasi
04D9A6FF482E4DC...
Defendant Maria DiBlasi

Dated: _____

By: _____
Plaintiff Finn Walsh

Dated: _____

By: _____
Plaintiff Timothy Walsh

Dated: _____

By: _____
Plaintiff Katherine Walsh

Dated: _____

By: _____
Plaintiff Jack Ronan

As to form:

LAW OFFICES OF RONALD A. MARRON

Dated: _____

By: _____
Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Email: ron@consumersadvocates.com
Counsel for Plaintiffs and the Proposed Class

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Dated: _____

By: _____
Defendant Craig Beckerman


Dated: _____

By: _____
Defendant Maria DiBlasi

Dated: 07/22/24

By: 
Finn Walsh (Jul 22, 2024 17:28 PDT)
Plaintiff Finn Walsh

Dated: 07/23/24

By: 
Timothy Walsh (Jul 23, 2024 06:49 PDT)
Plaintiff Timothy Walsh

Dated: 07/23/24

By: Katherine Walsh
Katherine Walsh (Jul 23, 2024 06:48 PDT)
Plaintiff Katherine Walsh


Dated: 07/23/24

By: 
Jack Ronan (Jul 23, 2024 09:12 PDT)
Plaintiff Jack Ronan

As to form:

LAW OFFICES OF RONALD A. MARRON

Dated: 7/23/2024

By: 
Ronald A. Marron
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Email: ron@consumersadvocates.com
Counsel for Plaintiffs and the Proposed Class

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DONAHUE FITZGERALD LLP

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Dated: July 25, 2024

By: 

John C. Kirke
1999 Harrison Street, 26th Floor
Oakland, California 94612-3520
Telephone: (510) 451-3300
Email: jkirke@donahue.com
Counsel for Defendants

EXHIBITS

EXHIBIT A: Notice

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

Walsh, et al. v. Premium Property Management & Development, Inc., Superior Court of California, County of Alameda, Case No. RG20072409

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. If you do not submit a written objection, you may appear at the final approval hearing and speak regarding your objection. Instructions are set forth below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit, pending in the Superior Court for the State of California, County of Alameda (the “Court”), has been reached between Plaintiffs Finn Walsh, Jack Ronan, Timothy Walsh, and Katherine Walsh (“Plaintiffs”) and Premium Property Management & Development, Inc. (“Premium”), Haste Partners, LLC (“Haste”), Sam Sorokin, Craig Beckerman, and Maria DiBlasi (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of one or more of the Settlement Classes, which are defined as:

LEASE RENEWAL CLASS. All persons and their Guarantors who rented residential property in California and who executed and delivered a written notice of lease renewal or lease renewal form to Premium Property Management & Development, Inc. regarding renewing or extending the term of their lease for a residential property in California from September 1, 2016 through November 30, 2023 (the “Class Period”), and whose entire unit vacated the property before the commencement of the renewal period.

LEASE FEE CLASS. All persons who rented residential property in California and were charged for roommate add-on fees, roommate replacement fees, request to be removed fees, or lease transfer fees (collectively “Lease Fees”) by Premium Property Management & Development Inc. during the Class Period.

SECURITY DEPOSIT CLASS. All persons who rented residential property in California and were charged rent or fees as members of the Lease Renewal Class or the Lease Fee Class and who had deductions taken from their security deposits for that rent or fees by Premium Property Management & Development Inc. during the Class Period.

The Settlement Classes specifically exclude (1) any judicial officer presiding over the Litigation, (2) Defendants and Released Parties, and each of their current or former officers, directors, and employees; (2) legal representatives, successors, or assigns of any such excluded person, and (4) any person who properly executes and sends a timely Request for Exclusion..

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On August 26, 2020, Plaintiffs filed a Complaint against Defendants in the Superior Court of the State of California, County of Alameda, challenging Defendant’s landlord practices and alleging that Defendants violated multiple laws.

Defendants deny and dispute all claims asserted in the Litigation. Specifically, Defendants contend (and continue to contend) that the Litigation could not properly be maintained as a class action; and that Defendants should not be liable.

The Parties, all represented by counsel, engaged in private settlement discussions which led to a negotiated agreement. The Court granted preliminary approval of the Settlement on [DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the Law Office of Ronald A. Marron to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Payment. Defendants have agreed to pay an “all in” amount of six hundred forty thousand dollars (\$640,000) (the “Settlement Fund”) to fund the settlement. The Settlement Fund includes payment to settlement class members, the costs of class notice and claims administration, class counsel’s attorneys’ fees and expenses, and a service award to Plaintiffs.

Amounts to be Paid from the Settlement Payment. The Settlement provides for certain payments to be made from the Settlement Payment, which will be subject to final Court approval, and which will be deducted from the Settlement Payment before settlement payments are made to class members, as follows:

- Attorneys’ Fees and Expenses. Payment to Class Counsel of an award of attorney’s fees of up to \$390,000 and attorneys’ expenses of up to \$40,000, subject to Court approval. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Service Award. A service award to Plaintiffs of up to \$7,500 each, or as may be approved by the Court, to compensate them for services on behalf of the class in initiating and prosecuting the Litigation, and for the risks they undertook.
- Calculation of Payments to Settlement Class Members. After all the above payments are deducted from the Settlement Payment, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Lease Renewal Settlement Class will receive a full refund of amounts paid or withheld from Lease Renewal Settlement Class Members’ security deposit for the purpose of payment of rent due after the commencement of the renewal period. The Lease Fee Settlement Class will receive a full refund of all Lease Fees paid or withheld. The Security Deposit Settlement Class will receive an additional payment equivalent to the amount of the security deposit withheld from members of the Lease Renewal class for rent due after commencement of the renewal period and/or from members of the Lease Fee Class for Lease Fees.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the settlement administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Neither Class Counsel nor Defendants’ counsel intends anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Settlement Fund by Defendants, Plaintiffs and the Settlement Class Members shall release any and all claims alleged or that could have been alleged in the Litigation (“Released Claims”).

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Litigation will apply to you and legally bind you.

5. How much will my payment be?

Defendants’ records reflect that your estimated Individual Settlement Proceed is \$ _____.

For Multi-Tenant Units: Defendants’ records reflect that you [and NAMES] resided in a Multi-Tenant Unit and that your Multi-Tenant Unit Proceeds total \$ _____. Based on a pro-rata distribution of the Multi-Tenant Unit Proceeds, your estimated Individual Settlement Proceed is \$ _____.

For Guarantors: Defendants’ records reflect that you were a guarantor of [NAME]. Any estimated Individual Settlement Proceed will be sent to [NAME].

If you wish to dispute the estimated calculation of your Individual Settlement Proceed as set forth above, then you must submit a written, signed Request for Adjustment challenging the information along with supporting documents, to the settlement administrator at the address provided in this Notice no later than [DATE].

For Multi-Tenant Units: If you wish to request that Multi-Tenant Unit Proceeds be distributed other than on a pro-rata basis, then you must submit a written Request for Alternative Distribution providing instructions for any alternate division of the Multi-Tenant Unit Proceeds, signed and dated by all tenants who resided in the unit, to the settlement administrator at the address provided in this Notice no later than [DATE].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the settlement administrator. The settlement administrator can be reached by email at [EMAIL]; or by U.S. mail at [ADDRESS].

The Court will hold a hearing on [DATE] at [TIME] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few weeks after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the judgment, the Settlement Administrator will send payment to all class members who do not opt-out of the settlement.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the settlement administrator a written, signed Request for Exclusion, dated, mailed, and postmarked no later than [DATE]. The email address for the settlement administrator is [EMAIL] and the mailing address for the settlement administrator is [ADDRESS]. The request for exclusion must state in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Walsh v. Premium Property Management & Development, Inc., Case No. RG20072409.*” The request for exclusion must contain your name, current address, email address, and telephone number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

For Settlement Class Members who resided in Multi-Tenant Units, all Settlement Class Members who resided in the Multi-Tenant Unit must jointly complete and sign the Request for Exclusion, and all Settlement Class Members who resided in the Multi-Tenant Unit will be excluded from the Settlement.

Written requests for exclusion that are postmarked after, or are incomplete, or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

If you exclude yourself from the Settlement, you will receive no money from the Settlement described in this Notice.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may, but need not, be made in writing. Written objections must state: (1) the case name, which is *Walsh v. Premium Property Management & Development, Inc., Case No. RG20072409*; (2) the name, address, telephone number, and email address of the settlement class member; (3) a statement describing the objector's membership in the Settlement Classes and identifying the specific Settlement Class(es) of which the objector is a member, (4) the basis for the objection, including any legal support for the objection; and (5) whether the Settlement Class Member intends to appear at the final approval/settlement fairness hearing.

In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Court will entertain any objections from participating class members at the Final Approval Hearing. If an objecting party intends to appear at the Final Approval Hearing, the objector may file with the Court, at least thirty (30) days before the Final Approval Hearing (or such other deadline as may be set by the Court), a notice of intent to appear. The notice of intent to appear should list the name, address and telephone number of the attorney, if any, who will appear on behalf of that party.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be filed with the Court and mailed to counsel for the Parties no later than [DATE].

The addresses for the Parties' counsel are as follows:

LAW OFFICES OF RONALD A. MARRON, APLC

ATTN: Premium Properties Settlement
651 Arroyo Drive
San Diego, California 92103

DONAHUE FITZGERALD, LLP

ATTN: Premium Properties Settlement
1999 Harrison Street, 26th Floor
Oakland, California 94612-3520

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [TIME] on [DATE] at the Superior Court of California, County of Alameda, in Department 23 of the Rene C. Davidson Courthouse, located at 1225 Fallon Street Oakland, CA 94612 before the Honorable Michael Markman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Website at [URL], email the settlement administrator at [EMAIL], or write to the settlement administrator at [ADDRESS].

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review a copy of the Settlement Agreement, the final judgment or other settlement documents by visiting the Settlement

Website at [URL].

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the settlement administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 365 days after issuance if not deposited or cashed. In such event, the settlement administrator shall pay all funds from such uncashed checks to Tenants Together pursuant to the terms of the Settlement. If your check is lost or misplaced, you should contact the settlement administrator immediately to request a replacement.