

CLASS SETTLEMENT AGREEMENT

This class settlement agreement ("Agreement") is made and entered into as of August 22, 2019 among plaintiff Mohammad I. Niazi ("Plaintiff"), on his own behalf and on behalf of a class (as defined below) ("Class"); and (b) defendants KMF Alameda, LLC, dba Ladera Woods Apartments and Klingbeil Capital Management, Ltd. ("Defendants"). Each Plaintiff and Defendant is referred to individually as a "Party," and collectively Plaintiff and Defendants are referred to as the "Parties" to this Agreement.

RECITALS

- A. On October 20, 2017, Plaintiff filed a class action in the California Superior Court for the County of Alameda, captioned as *Mohammad I. Niazi, et al., v. KMF Alameda, LLC, et al.*, No. RG17879561 ("Litigation").
- B. Plaintiff alleged that Defendants raised and collected rents in violation of the City of Fremont's Residential Rent Increase Dispute Resolution Ordinance. On October 3, 2017, the City of Fremont adopted the Rent Review Ordinance which became effective January 1, 2018. Defendants answered the complaint in the Litigation denying all allegations. Plaintiff propounded extensive document and written discovery to Defendants. Plaintiff also took person most knowledgeable depositions of Defendants.
- C. Plaintiff and Defendants have conducted an extensive investigation into the facts and law underlying Plaintiff's claims in the Litigation.
- D. On August 22, 2019, the Parties successfully completed mediation of the Litigation with Mediator Gina Boer resulting in a written settlement agreement which contemplated that the Parties would enter into a formal settlement agreement stating all the Parties' rights and obligations.
- E. Plaintiff, individually and on behalf of the Class, desires to settle the Litigation and all matters within the scope of the Release set forth herein, having taken into account the risks, delay, and difficulties involved in obtaining class certification, establishing liability, the likelihood of recovery in excess of that offered by this Settlement Agreement, the prospect of appeal, the desirability of payment sooner rather than later, and the likelihood that the Litigation could be protracted and expensive.
- F. Based upon their investigation and consideration of the risks of continuing to prosecute the Litigation, the facts and law advocated by Defendants, Plaintiff and Class Counsel believe that it is desirable and in the best interests of the Class to enter into this Agreement.
- G. Although Defendants deny any wrongdoing and any liability to Plaintiff and the Class whatsoever, Defendants believe that it is desirable and in their best interests to settle the Litigation and all matters within the scope of the Release in the manner and upon the terms and conditions provided for in this Agreement, in order to avoid the further expense, inconvenience, and distraction of the Litigation, the prospect of appeal, and in

order to put to rest the claims that have been asserted in the Litigation or are within the scope of the Release.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, Plaintiff, individually and as a representative of the Class, and Defendants, subject to approval by the Court, agree as follows.

I. DEFINITIONS

In addition to the terms defined above, the following terms are used in this Settlement Agreement:

1.01 "Agreement" or "Settlement Agreement" means this Class Settlement Agreement.

1.02 "Benefit Balance" has the meaning set forth in paragraph 3.01.

1.03 "Benefit Check" means the negotiable check in the amount of the Settlement Share to be sent to those Class Members who shall receive the Settlement Share.

1.04 "Class" means all persons identified as a tenant who lived at 4401 Central Avenue, Fremont, CA and at any time from October 20, 2013 through September 30, 2019, received at least one rent increase notice which did not contain the relevant language required by the City of Fremont Residential Rent Increase Dispute Resolution Ordinance and City of Fremont Rent Review Ordinance and paid rent to Defendants pursuant to a defective notice of rent increase.

1.05 "Class Counsel" means The Law Offices of Andrew Wolff, P.C.

1.06 "Class Member" means a member of the Class, as defined in Paragraph 1.04. When more than one person was or is a tenant under a rental agreement or paid rent toward an apartment in the same tenancy, each such person shall be a Class Member, but those persons collectively shall be entitled to only one Settlement Share for that tenancy.

1.07 "Class Notice" means the mailed and emailed notice of this Settlement that is contemplated by this Agreement.

1.08 "Class Period" means the period from October 20, 2013 through December 31, 2018.

1.09 "Class Representative Award" means the amount awarded, if any, to each Representative Plaintiff by the Court upon application pursuant to paragraph 2.14.

1.10 "Counsel for the Defendants" means Servando Sandoval of Pahl & McCay.

1.11 "Court" means the Honorable Stephen Kaus of the Superior Court for the County of Alameda, or such other judge of the same court to whom the Litigation, or a proceeding in the Litigation, may be assigned.

1.12 "Defendants" means KMF Alameda, LLC, dba Ladera Woods Apartments and Klingbeil Capital Management, Ltd.

1.13 "Final Approval" means the Court has issued all necessary orders approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement.

1.14 "Final Approval Order" means a final order and judgment of the Court approving the Settlement on terms substantially consistent with the terms and intent of this Settlement Agreement and dismissing the Litigation.

1.15 "Final Court Approval Hearing" means the date set by the Court for a final approval hearing as contemplated by this Agreement.

1.16 "Opt-Out" has the meaning set forth in paragraph 2.06.

1.17 "Party" refers to any Plaintiff or Defendant, and "Parties" means Plaintiffs and Defendants, collectively.

1.18 "Preliminary Approval" means the order or orders of the Court provisionally approving class certification, preliminarily approving the terms and conditions of this Agreement, as contemplated by this Agreement.

1.19 "Release" means the Release set forth in Article IV of this Agreement.

1.20 "Representative Plaintiff" means Mohammad I. Niazi, the named Plaintiff in the Litigation.

1.21 "Settlement" means the resolution of the matters within the scope of this Settlement Agreement and the Release set forth in this Agreement, and the completion of all conditions for Final Approval and all requirements set forth in the Final Approval Order.

1.22 "Settlement Amount" means the maximum of one hundred eighty-five thousand dollars (\$185,000.00), which is the total aggregate dollar amount that Defendants will be obligated to pay if the Settlement Agreement gains Final Approval. This Settlement Amount includes all sums to be paid by Defendants under this Settlement Agreement, including all Settlement Shares to eligible Class Members who are not Successful Opt-Outs; the Class Representative Awards, if any; the Attorney Fee/Litigation Cost Award, if any; and all Settlement Administration Costs.

1.23 "Settlement Administration Costs" means any and all costs of administering the Settlement provided for in this Agreement to be paid exclusively from the Settlement Amount, including but not limited to the costs of mailing the Class Notice to the Class Members, verifying Class Members' eligibility for and amounts of Settlement Shares and providing the Benefit Checks to eligible Class Members who do not become Successful Opt-Outs.

1.24 "Settlement Administrator" means Class Counsel for purposes of this Agreement

1.25 “Settlement Share” means the amount to be paid from the Settlement Amount for a given tenancy to eligible Class Members who do not become Successful Opt-Outs, in exchange for the Release, as described in Article IV below.

1.26 “Successful Opt-Out” means a person who timely and validly exercises his or her right to be excluded from the Class pursuant to paragraph 2.06.

1.27 Other terms are defined in the text of this Agreement, and shall have the meaning given to those terms in the text. It is the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval

2.01 The Parties stipulate and agree to the certification of the Class solely for purposes of this Settlement. Should the Settlement not become final or Final Approval not occur for any reason, the Settlement and any communications relevant to the Settlement will be treated as a settlement communication under Evid. Code §1152.

2.02 Class Counsel shall file a motion with the Court to enter an order for Preliminary Approval, which order shall (a) conditionally certify this case as a class action; (b) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (c) set a date for a Final Court Approval Hearing; (d) approve a Class Notice and approve the manner of its publication to the Class; (e) set deadlines consistent with this Agreement for publication of the Class Notice, the filing of objections, the filing of motions, and the filing of papers in connection with the Final Court Approval Hearing; and (f) appoint and approve Class Counsel as the Settlement Administrator. Defendants agree not to oppose the entry of the Preliminary Approval Order.

2.03 If necessary, Class Counsel shall obtain updates, if any, to the current addresses of Class Members using (a) information reasonably available from the National Change of Address database maintained by the United States Postal Service (“Postal Service”), (b) information reasonably available from a Lexis-Nexis persons search performed as to each Class Member, and (c) such additional efforts as Class Counsel reasonably believes are appropriate to identify updated addresses, if any, for each Class Member and/or as the Court may direct. Class Counsel shall promptly respond to any communication from any Class Member inquiring regarding his or her address or email information.

2.04 Class Counsel shall mail and/or email a Class Notice to each Class Member. Class Counsel shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administrative costs.

2.05 If any Class Notice sent under paragraph 2.04 is returned as undeliverable, Class Counsel shall re-mail the Class Notice immediately to the forwarding address, if any, provided by the Postal Service on the face of the returned mail, or the return email message. If the returned mail does not reflect a forwarding address Class Counsel shall make reasonable efforts

to obtain additional address information for such Class Member. Upon receipt of any such additional information, Class Counsel shall re-mail the Class Notice to the Class Member at the address provided.

B. Requests for Exclusion

2.06 The Class Notice shall inform each Class Member of his or her right to request exclusion from the Class and not to be bound by this Agreement, if, within such time as is ordered by the Court and contained in the Class Notice, the Class Member completes and submits a request for exclusion ("Opt-Out") to Class Counsel at the address set forth in the Class Notice. For a Class Member's Opt-Out to be valid, it must be timely (in accord with the postmark deadline set forth in the Preliminary Approval Order) and substantially comply with the following requirements: The Opt-Out must (a) set forth the Class Member's full name, address, email address and telephone number; (b) contain the Class Member's personal signature or the signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Class Member with respect to a claim or right such as those in the Action, in original or by email, fax or scan; and (d) clearly state the Class Member's intent to be excluded from the Class, not to participate in the Settlement, and to waive all rights to the benefits of the Settlement. In those instances where a Class Member includes persons who were co-tenants, the Class Member shall be deemed a Successful Opt-Out as to that tenancy only if all co-tenants as to that tenancy elect to opt-out in accordance with this Order and the terms of the Settlement Agreement. No person shall purport to exercise any Opt-Out rights of any other person, or purport to opt-out Class Members as a group, aggregate, or class involving more than one Class Member or opt-out more than one Class Member on a single paper, or as an agent or representative; any such purported Opt-Outs shall be of no effect. Opt-Outs for a Class Member may, however, be prepared and mailed by the attorney for that Class Member, subject to the other limitations of this paragraph.

2.07 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement, no later than sixty (60) calendar days after the Class Notices are mailed to the Class Members, as set forth in Paragraph 2.05 above, Class Counsel shall file and serve a declaration identifying all individuals who qualify as an opt-out.

2.08 Any Class Member who is not a Successful Opt-Out, or who otherwise fails to comply with all requirements for opting-out as may be contained in this Agreement, in the Class Notice, or in any order of the Court, shall be bound by this Agreement, this Settlement and the Release. If a Class Member is a Successful Opt-Out, then that Class Member shall be excluded from the Settlement, and shall not receive any benefits of the Settlement, including any Settlement Share or Benefit Check, and will not be bound by the terms of this Settlement Agreement. Any Class Member who is a Successful Opt-Out shall have no standing to object to the Settlement.

C. Objections to Settlement

2.09 Any Class Member who is not a Successful Opt-Out and who wishes to object to the Settlement may file and serve a written objection with Class Counsel. The failure of any Class Member to file a written objection regarding any particular aspect of the Settlement will

not waive a Class Member's right to orally object regarding the Settlement at the Final Court Approval Hearing scheduled for _____.

2.10 Any Class Member who wishes to file a motion in the Litigation must file his or her motion with the Court, and contemporaneously serve it upon Class Counsel and Counsel for the Defendants within the time set by the Court. Unless the Court directs otherwise, the dates set forth in the Class Notice shall govern the rights of the Class Members.

D. Settlement Administration

2.11 Settlement administration shall be conducted by Class Counsel.

2.12 Settlement Administration Costs shall be paid for out of the Settlement Amount.

E. Attorneys' Fees/Costs

2.13 At the Final Court Approval Hearing, Representative Plaintiff and Class Counsel may make written application to the Court for an award of attorneys' fees incurred in the prosecution of the Litigation not to exceed, in the aggregate, thirty-three (33%) percent of the Settlement Amount and for costs. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award shall be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting. Defendants agree not to file a written opposition to any such application. Any Class Member who does not Opt Out of the Settlement may object to the attorneys' fee and costs application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Attorney Fee and costs award.

(a) Class Counsel agree that any application made pursuant to this paragraph will not seek an amount, in the aggregate, in excess of thirty-three (33%) percent of the Settlement Amount for attorneys' fees in the prosecution of the Action.

F. Class Representative Awards

2.14 At the Final Court Approval Hearing, Representative Plaintiff and Class Counsel may make written application to the Court for a total award not to exceed thousand-five dollars (\$35,000.00), as follows: (a) The Class Representative Award in an aggregate amount not to exceed thirty-five thousand dollars (\$35,000.00) to be paid to the Representative Plaintiff for his service as a class representative in the Action, with the following proposed amounts: Mohammad I. Niazi thirty-thousand dollars (\$35,000.00). Any Class Representative Award shall be in addition to the Benefit Check to which the Representative Plaintiff is entitled as a Class Member. Any Class Member who does not Opt Out of the Settlement may object to the Class Representative Awards application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Class Representative Award.

2.15 Representative Plaintiff agrees that his agreement to this Settlement is not conditioned upon the possibility of receiving a Class Representative Award in any amount, and

acknowledges that he is bound by this Agreement and supports this Settlement even in the absence of a Class Representative Award. Representative Plaintiff and Class Counsel agree that the application for the Class Representative Award will be based upon the work performed by, and risks undertaken by, the Representative Plaintiff in the prosecution of this Litigation.

G. Final Court Approval Hearing

2.15 At the Final Court Approval Hearing, Representative Plaintiff and Class Counsel shall move the Court to enter a Final Approval Order which order shall (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; (c) find that all requirements of any statute, rule, and state and federal Constitutions necessary to effectuate this Settlement have been met and satisfied; (d) allow the Court to make a determination regarding Class Counsel attorneys' fees and costs and the Class Representative Award, if any, if Class Counsel makes timely application regarding the same; and (e) otherwise enter final judgment in the Litigation. Defendants agree not to oppose the entry of the Final Approval Order.

III. SETTLEMENT BENEFITS

3.01 Except as otherwise provided in this Agreement, each Class Member who does not become Successful Opt-Out shall be sent a Benefit Check. The "Benefit Balance" shall be calculated as the Settlement Amount less any and all Settlement Administration Costs, Representative Plaintiff Award, and attorneys' fee award/costs; Class Counsel shall then calculate the Settlement Share payable to each Class Member who does not become a Successful Opt-Out on a pro rata basis as the amount of unlawful rent increases paid by the Class Member during the Class Period. In the event the Settlement Amount is less than the rent overcharges for Class Members or the Settlement Amount is equal to the rent overcharges for Class Members, the Settlement Amount will be apportioned pro rata in equal share per Class Member. If the Settlement Amount exceeds the rent overcharges for Class Members, or Class Members do not negotiate their Benefit Check within ninety (90) days of their date of issue; then any remainder of the Settlement Amount including excess and/or unclaimed funds will be disbursed pursuant to Code of Civil Procedure section 384 and not revert to Defendants. The parties agree that the East Bay Community Law Center, the Eviction Defense Center, and El Centro de la Raza shall be the recipients of any *cy pres* distribution in this action pursuant to Code of Civil Procedure section 384. Each such entity shall receive 1/3 of any such distribution.

3.02 All eligible Class Members who do not become a Successful Opt-Out shall receive a Benefit Check in the amount calculated in Paragraph 3.01 subject to the other terms and conditions of this Agreement.

3.03 Notwithstanding paragraphs 3.01 through 3.02 above and any other provisions of this Settlement Agreement, no Benefit Check shall be provided to any Class Member (a) whose Class Notice is returned by the Postal Service as undeliverable without a forwarding address on the face of the returned mail; (b) as to whom Class Counsel does not identify, and (c) who does not otherwise make themselves known to Class Counsel prior to the Final Court Approval Hearing.

3.04 No later than fifteen (15) days after the Final Court Approval Hearing, Defendants shall pay the balance of the Settlement Amount to Class Counsel. Class Counsel shall deposit the balance in its client trust account and shall use and disburse such funds for settlement purposes only in accordance with the terms of this Agreement. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that ten 10% percent of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting.

3.05 Subject to the terms and conditions of the Agreement, Class Counsel shall mail or otherwise provide a Benefit Check in the amount calculated by Class Counsel pursuant to paragraph 3.01 to each eligible Class Member who is not a Successful Opt-Out. The Benefit Check shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by Class Counsel prior to the Final Court Approval Hearing. If a Class Member loses a Benefit Check, Class Counsel shall, upon presentation of appropriate proof, issue a replacement Benefit Check to the Class Member and may in its discretion, stop payment on the earlier Benefit Check. All Benefit Checks issued pursuant to this paragraph shall be void if not negotiated within ninety (90) calendar days of their date of issue, and shall contain a legend to that effect. Benefit Checks issued pursuant to this paragraph that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued. In entering into this Settlement Agreement, Representative Plaintiff and Class Counsel agree, on behalf of all Class Members and the Class, that those Class Members who do not negotiate Benefit Checks within ninety (90) calendar days of their date of issue shall completely and irrevocably waive and release any rights or entitlement to receive the Settlement Share from the Settlement, to the maximum extent permitted by law and shall be bound by the Final Court Approval Hearing Order and Judgment. In the event that one or more Benefit Checks are not negotiated within ninety (90) calendar days, or any unclaimed funds remain for any other reason, the resulting unclaimed portion of the Benefit Balance shall be paid to a *cy pres* recipient approved by the Court.

3.06 If a Class Member is a Successful Opt-Out, then that Class Member shall be excluded from the Settlement, shall not receive any benefits of the Settlement (including a Benefit Check or Settlement Share), and shall not be bound by the terms of this Settlement Agreement.

3.07 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel may transfer ninety (90) percent of the attorneys' fee award to be determined by the Court from Class Counsel's client trust account to its business checking account.

3.08 Subject to the terms and conditions of this Agreement, within fifteen (15) days after the Final Court Approval Hearing, Class Counsel shall pay the Class Representative Award ordered by the Court, if any, by check made payable to Plaintiff.

3.09 Class Counsel's obligations with respect to the distribution of Benefit Checks, the attorneys' fee award and costs, if any, and the Class Representative Award, if any, shall be performed reasonably and in good faith.

IV. RELEASE

4.01 Upon final approval by the Court, and except as to such rights or claims as may be created by this Agreement, the Representative Plaintiff and each Class Member who is not a Successful Opt-Out hereby irrevocably and unconditionally release and forever discharge Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the Parties, from any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, that were raised or could have been raised based on the allegations of Plaintiff's class action complaint.

4.02 The release set forth in Paragraph 4.01 above covers all remedies that could be claimed for the causes of action described in the complaint, including but not limited to, statutory, constitutional, contractual and common law claims for, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. The release will cover all statutory violations that were or could have been claimed in the complaint.

4.03 Upon Final Approval by the Court, Representative Plaintiff and every Class Member who is not a Successful Opt-Out shall be deemed to have acknowledged and agreed that their claims for damages in this Action are disputed, and that the Representative Plaintiff and every Class Member's individual settlement constitutes payment of all sums allegedly due him or her from Defendants related to or arising from the complaint.

V. REPRESENTATIONS AND WARRANTIES

5.01 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Representative Plaintiff and Class Counsel represent and warrant to Defendants that Representative Plaintiff and Class Counsel shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

5.02 Representative Plaintiff, Class Counsel and Defendants represent and warrant that he, she, it or they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party, entity, or other person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Party, entity, or other person(s). Each Party represents and warrants that he, she, it or they intend to be bound fully by the terms of this Agreement.

5.03 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Defendants represent and acknowledge to Representative Plaintiff that they will not oppose the Settlement, Preliminary Approval and/or Final Approval.

5.04 Each Party and its counsel acknowledges and agrees that each other Party and Released Person is relying upon the representations and warranties in this Agreement in entering into the Agreement. If any person is alleged to have breached any of the representations or warranties in this paragraph V, the Court shall retain jurisdiction to hear and determine any action or proceeding by a Party against such person for breach and/or any Party's request for a remedy for such breach, including without limitation rescissory, equitable and injunctive relief.

VI. TERMINATION

6.01 This Agreement shall be terminable in the event that (1) the Court fails to enter either of the approval orders contemplated in this Agreement, or if the Court fails to approve the Settlement substantially as written and agreed to by the Parties, including but not limited to a failure to approve the Preliminary Approval Order or the Final Approval Order. The Agreement also shall be terminable upon the mutual agreement of Representative Plaintiff and all Defendants.

VII. MISCELLANEOUS PROVISIONS

7.01 This Agreement reflects, among other things, the compromise and settlement of disputed claims and defenses among the Parties hereto, and nothing in this Agreement or any action taken to effectuate this Agreement is intended to be, or may be used as, an admission or concession of liability of any Party or third party, of the validity of any claim.

7.02 This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, this Agreement shall be treated as a confidential and inadmissible settlement communication pursuant to Evid. Code §1152, and shall be without further force or effect. In that event, the status of the Litigation shall revert to the state they were in on August 22, 2019, the pleadings shall revert to that date, and the agreements contained in this Agreement shall not be admissible, cited or relied upon as an admission as to any matter in the case; the Parties shall have all rights, claims and defenses that they had or were asserting as of August 22, 2019; and all deadlines shall be deemed to have been tolled as of August 22, 2019.

7.03 The Parties agree that all negotiations, communications and statements leading to this Agreement were pursuant to mediation and were for settlement purposes only, and shall not be offered or be admissible in evidence by or against any other Party or cited or referenced by Class Counsel or Defendants in any other action or proceeding against Defendants or Plaintiff.

7.04 This Agreement is intended to and shall be governed as a contract executed under the laws of the State of California.

7.05 The terms and conditions set forth in this Agreement constitute the integrated, complete and exclusive agreement between the Parties hereto, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial or other proceeding to interpret or enforce this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for the Defendants and Class Counsel.

7.06 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

7.07 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement, or a waiver by any other Party.

7.08 In the event that any term or provision of this Agreement is determined by the Court to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement, and said remaining terms and provisions shall remain in full force and effect.

7.09 All parties waive their right to file any type of appeal in this action.

7.10 This Agreement shall become effective upon its signature by the Representative Plaintiff, Class Counsel and Defendants, except for those provisions that require approval from the Court to be effective. Scanned and fax signatures shall be effective as original signatures to bind a signatory. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

7.11 No representations or advice regarding the tax consequences of this Agreement have been made by any Party. The Parties further understand and agree that each Party, shall be responsible for his, her, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.

7.12 This Agreement and any order issued by the Court pursuant to this Agreement shall be enforceable pursuant to Civ. Proc. Code §664.6. Although the Court may enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement.

7.13 Defendants and Representative Plaintiff acknowledge that they have been represented and advised by legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent of and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

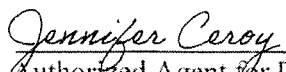
VIII. SIGNATURES

Dated: 12/31/2020



Mohammad I. Nidzi, Plaintiff

Dated: 1.12.2021



Jennifer Ceroy SVP - Property Management
Authorized Agent for Defendant KMF Alameda, LLC, dba
Ladera Woods Apartments

Dated: 1.12.2021

Jennifer Ceroy SVP - Property Management
Authorized Agent for Defendant Klingbeil Capital
Management, Ltd.

APPROVED AS TO FORM:

Dated: 12/31/2020

Tony Ruch
Tony Ruch, Attorney for Plaintiff

Dated: 01/12/2021

Servando Sandoval
Servando Sandoval, Attorney for Defendants