

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

ARLENA CHANEY, <i>et al.</i> , Plaintiffs, v. CAPITOL PARK ASSOCIATES, an Illinois limited partnership, <i>et al.</i> , Defendants.	No. 2012 CA 005582 Judge Neal E. Kravitz Calendar 13
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**ORDER PRELIMINARILY APPROVING SETTLEMENT AND
APPROVING CLASS NOTICE**

WHEREAS, on May 2, 2014, the parties to the above-entitled action (the “Action”) entered into a Settlement Agreement which is subject to review under Superior Court Civil Rule 23 and which, together with amendments, supplements and the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Third Amended Complaint on the merits and with prejudice; and the Court having read and considered the Settlement Agreement and the accompanying documents; and the parties to the Settlement Agreement having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Settlement Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The “plaintiffs’ unopposed motion for preliminary approval of settlement and approval of class notice,” filed on May 2, 2014, is GRANTED as modified herein during the May 9, 2014 hearing.

2. The Class, as certified by the Court in its Order Granting Plaintiffs' Motion for Class Certification, is hereby re-defined as follows:

All current and former residents of the Towers who, at any time during the period of July 10, 2009 through November 15, 2013, paid to any Defendant a monthly fee for parking at the Towers.

Excluded from the Settlement Class are Defendants, any parent, subsidiary, affiliate or sister company of Defendants, and all employees, officers or directors of Defendants, or any parent, subsidiary, affiliate or sister company at any time during the Class Period, and the legal representatives, heirs, successors, and assigns of any of the foregoing. Also excluded from the Settlement Class is any person who timely submits a valid request to be excluded from this Settlement, and any person who has previously executed a release in favor of one or more of the Defendants which release is broad enough to include the claims asserted in the Action.

3. A hearing (the "Final Fairness Hearing") pursuant to Rule 23(e) of the Superior Court Civil Rules is hereby scheduled to be held before the Court on July 28, 2014, at 10:00 a.m. in Courtroom 219, Moultrie Courthouse, 500 Indiana Avenue NW, Washington, DC 20001, for the following purposes:

a) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be approved by the Court;

b) to determine whether the Order and Final Judgment as provided under the Revised Settlement Agreement and Addenda should be entered, dismissing the Third Amended Complaint filed in this case, on the merits and with prejudice, and to determine whether the Releases set forth in the Settlement Agreement should be provided;

c) to consider Class Counsel's application for an award of attorneys' fees and expenses;

d) to consider the Class Representatives' application for incentive awards; and

e) to rule on such other matters as the Court may deem appropriate.

4. The Court reserves its power to approve the Revised Settlement Agreement and Addenda with or without modification and with or without further notice of any kind.

5. The Court approves the form, substance and requirements of the Notice.

6. The Court approves the appointment of Heffler Claims Group as the Claims Administrator. The Claims Administrator shall cause the Notice substantially in the form annexed as Exhibit 1 to the Revised Settlement Agreement, to be mailed, by first class mail, postage prepaid, by June 6, 2014, to all Class Members who can be identified with reasonable effort. As set forth below, Class Counsel shall also post a copy of the Notice on their websites. Class Counsel shall file with the Court proof of mailing of the Notice on or before July 14, 2014.

7. The form and content of the Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Superior Court Civil Rules and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as provided in the Settlement Agreement and Notice.

9. Class Members requesting exclusion from the Class shall not be entitled to receive any payment from the Settlement Fund, as described in the Revised Settlement Agreement and Notice.

10. The Court will consider comments and/or objections to the Settlement, or the award of attorneys' fees and reimbursement of expenses, or the approval of incentive awards only if such comments or objections and any supporting papers are served in writing to the Heffler Claims Group as provided in the Revised Settlement Agreement (as amended and supplemented) and as provided in the Notice. Copies of all comments and/or objections shall also be served upon Tracy D. Rezvani, Rezvani Volin & Rotbert P.C., 1050 Connecticut Avenue NW, 10th Floor, Washington, DC 20036; Michael G. McLellan, Finkelstein Thompson LLP, 1077 30th Street NW, Suite 150, Washington, DC 20007; *and* William C. Casano, Greenstein DeLorme & Luchs, P.C., 1620 L Street NW, Suite 900, Washington, D.C. 20036. All objections must contain: (i) the title of the Action; (ii) the objector's full name, address, and telephone number (and for former residents of the Towers, the apartment unit number(s) at the Towers rented by the Class Member during the Class Period), (iii) the parking space numbers of the parking space used by the Class Member as well as the period of use; (iv) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (v) the identity of all counsel representing the objector; (vi) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing; (vii) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (ix) the objector's signature or the

signature of the objector's duly authorized attorney or other duly authorized representative. All comments and objections must be served on the Heffler Claims Group and on counsel for the parties no later than July 7, 2014. No Class Member who has not filed a comment or objection will be allowed to appear at the Final Fairness Hearing.

11. Pending final determination of whether the Settlement should be approved, the Class Representatives, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any Released Party.

12. As provided in the Revised Settlement Agreement, the Settlement Fund Custodian may release funds from the Settlement Fund to pay the Claims Administrator the reasonable fees and costs associated with giving notice to the Class and the review of claims and administration of the Settlement out of the Settlement Fund within 30 business days of invoicing of such costs, without further order of the Court.

13. If any specified condition to the Settlement set forth in the Revised Settlement Agreement is not satisfied and Class Counsel or Defendants' Counsel elects to terminate the Settlement as provided in Paragraph 36 of the Revised Settlement Agreement, then, in any such event, the Revised Settlement Agreement, including any amendment(s) thereof, and this Order Preliminarily Approving Settlement and Approving Class Notice for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed prior to the execution of the

Settlement Agreement, except as otherwise provided in the Revised Settlement Agreement.

14. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

15. The following deadlines are hereby established for further proceedings in this Action.

June 6, 2014	Deadline for mailing of notice
July 7, 2014	Deadline for Class members to opt out of the settlement, or submit comments in support of or in opposition to the settlement or the applications for fee and expense awards or incentive awards
July 14, 2014	Deadline for motion for final approval of the proposed settlement, and the applications for fee and expense awards and incentive awards, responses to objections, and filing proof of mailing of Notice.
July 28, 2014	Final Fairness Hearing

Dated: May 9, 2014


Hon. Neal E. Kravitz

Copies to:

Tracy Rezvani, Esq.
Robert Wilson, Esq.
Michael McLellan, Esq.
Debra Leege, Esq.
Richard Luchs, Esq.
William Casano, Esq.

Via CaseFileXpress