

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

<p>ARLENA CHANEY, <i>et al.</i>,</p> <p>Plaintiffs,</p> <p>v.</p> <p>CAPITOL PARK ASSOCIATES, an Illinois limited partnership, <i>et al.</i>,</p> <p>Defendants.</p>	<p>No. 2012 CA 005582 B</p> <p>Judge Neal E. Kravitz Calendar 13</p>
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REVISED SETTLEMENT AGREEMENT

This Revised Settlement Agreement (the “Settlement”) is entered into by and between Plaintiff Yisehac Yohannes on behalf of himself and the Class, by and through Class Counsel on the one hand, and Defendants Capitol Park Associates, an Illinois limited partnership; Capitol Park Land Corporation; A.I.M. Partnership No. 1, an Illinois limited partnership; and EJF Real Estate Services, Inc., by and through Defendants’ Counsel. This Settlement is being filed pursuant to Rule 23 and 23-I of the Superior Court Rules of Civil Procedure and is subject to preliminary and final approval by the Court.

DEFINITIONS

As used in this Settlement, the following terms have the meaning specified below:

- a) “Action” means the civil action entitled *Chaney, et al. v. Capitol Park Associates, an Illinois limited partnership, et al.*, No. 2012 CA 005582 B, filed on July 10, 2010, in the District of Columbia Superior Court.
- b) “Claims Administrator” means the class action claims administrator agreed upon by the Settling Parties, the Heffler Claims Group.

c) "Class Counsel" means Rezvani Volin & Rotbert P.C. and Finkelstein Thompson LLP, certified to represent the Class by Order of the Court dated February 19, 2014.

d) "Class Period" means July 10, 2009, through and including November 15, 2013.

e) "Class Representatives" means Arlena Chaney, John Bou-Sliman and Yisehac Yohannes.

f) "Complaint" means the Third Amended Class Action Complaint filed in the Action.

g) "Court" means the Superior Court for the District of Columbia.

h) "Defendants" means Capitol Park Associates, an Illinois limited partnership; Capitol Park Land Corporation; A.I.M. Partnership No. 1, an Illinois limited partnership; and EJF Real Estate Services, Inc.

i) "Defendants' Counsel" means Greenstein DeLorme & Luchs, P.C.

j) "Effective Date" has the meaning set forth in Paragraph 28 of this Settlement.

k) "Escrow Account" means an account established by Class Counsel with joint signatory authority vested in the Claims Administrator, William C. Casano, and Tracy D. Rezvani which holds the Settlement Fund. In accordance with the terms and conditions set forth in Paragraph 9, the Escrow Account shall be held at Monument Bank.

l) "Final Fairness Hearing" means the hearing in the Action for the Court to consider final approval of this Settlement and the entry of Judgment.

m) "Judgment" means the Order and Final Judgment to be entered in the Action in connection with the Settlement after the Final Fairness Hearing. The Judgment shall be substantially in the form of Exhibit 3.

n) “Notice” means the Notice of Proposed Class Action Settlement to be given to Settlement Class Members in accordance with Paragraphs 12-17 of this Settlement. The Settling Parties’ proposed form of Notice is attached as Exhibit 1.

o) “Plaintiff” means Yisachac Yohannes.

p) “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Approving Class Notice. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit 2. An additional copy of the Preliminary Approval Order will be attached to Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Approval of Class Notice.

q) “Released Claims” means all claims and other matters released in and by Paragraphs 31-34 of this Settlement.

r) “Released Parties” means Defendants and their parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and all of the directors, officers, members, partners, shareholders, employees, agents, and attorneys of those entities.

s) “Releasing Parties” means Plaintiff and the members of the Settlement Class who do not opt out of the Settlement, and each of their respective spouses, executors, representatives, heirs, predecessors, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, agents, attorneys, and assigns, and all those who claim through them or who assert claims on their behalf.

t) “Residual” refers to any monies remaining in the Settlement Fund after the distributions are completed pursuant to Paragraph 24 of this Settlement which the Claims Administrator determines would not be feasible financially for further distribution to Settlement Class Members.

u) “Settlement Class Members” mean all members of the Settlement Class defined in Paragraph 6 of this Settlement.

v) “Settlement Fund” means the \$500,000.00 to be paid by Defendants in connection with this Settlement.

w) “Settlement Fund Custodian” or “Escrow Agent” shall mean Monument Bank.

x) “Settling Parties” means Plaintiff and Defendants.

y) “Third Party Notice and Claims Administration Costs” mean all costs incurred or charged by the Claims Administrator in connection with the notice and claims administration process pursuant to this Settlement. This does not include any costs incurred directly by Plaintiff or any agent or representative of Plaintiff, other than the Claims Administrator. With the sole exception of the activities described in Paragraph 13 (providing data to Claims Administrator) and Paragraph 16(b) (notice on Class Counsel’s website), all costs and expenses of notice and claims administration are Third Party Notice and Claims Administration Costs.

z) “Towers” means the residential complex known as Capitol Park Towers which is located at 301 G Street S.W., Washington D.C. 20024.

RECITALS

1. The Action was commenced on July 10, 2010, by Arlena Chaney, Yisehac Yohannes and John Bou-Sliman, individually and on behalf of all others similarly situated.

2. In the Complaint, the Class Representatives allege that the Defendants violated District of Columbia licensing and zoning regulations by charging Towers residents monthly parking fees and allowing non-residents of the Towers to park in the Towers parking lot for a monthly fee. The Complaint contains three counts: violation of the District of Columbia Consumer Protection Procedures Act (“CPPA”) (Count I); violation of District of Columbia zoning

regulations (Count II); and unjust enrichment (Count III). The Class Representatives sought both damages and injunctive relief.

3. Defendants assert that all their actions were lawful. Defendants therefore believe that the claims in the Action are without merit. Nevertheless, without any admission of any liability or wrongdoing whatsoever, Defendants desire to settle the Action and all claims asserted in or subsumed by the Action on the terms and conditions set forth herein.

4. The Class Representatives and Class Counsel believe that the claims asserted in the Action have merit. Plaintiff and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through motion practice, trial, and potential appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and the risks of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class, and that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class.

5. The Settling Parties, by and through their respective duly authorized counsel of record, hereby agree that the Action, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint and Action, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the below terms and conditions.

TERMS OF THE SETTLEMENT

In consideration of the complete and final settlement of the Action, and under the terms and conditions herein, the Settling Parties agree as follows:

Definition of Settlement Class

6. For settlement purposes only, the Settling Parties agree that the Class definition contemplated by the Court's February 19, 2014 Order certifying a Class should be 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.

Settlement Consideration

7. **Monetary Consideration.** Subject to approval by the Court, the total monetary consideration to be provided by Defendants pursuant to the Settlement shall be \$500,000.00, inclusive of all attorneys' fees, costs, expenses, and incentive payments.

Attorneys' Fees, Costs, and Expenses

8. Class Counsel shall seek approval of the Court for payment of not more than 33% of the Settlement Fund for attorneys' fees. Separate and apart from any fee award, Class Counsel shall seek approval of the Court for reimbursement of reasonable costs and expenses incurred by Class Counsel in litigating, handling, and resolving the Action. Defendants agree not to oppose such application(s). All attorneys' fees, costs and expenses will be paid from the Settlement Fund after the Effective Date unless otherwise provided herein. Defendants shall have no other or

further liability for the attorneys' fees, costs, and/or expenses of the Class Representatives, Class Counsel, or any Settlement Class Member.

a) Such attorneys' fees and expenses as are awarded by the Court shall be paid to Rezvani Volin & Rotbert P.C. from the Settlement Fund within 5 business days of the Effective Date.

b) Except as otherwise expressly set forth herein, the Settlement shall not be conditioned upon or subject to Court approval of an award of any particular amount of attorneys' fees, costs, or expenses to Class Counsel.

c) The Released Parties and Defendants' Counsel shall have no responsibility for and no liability whatsoever with respect to the allocation among Class Counsel and/or any other person who may assert some claim thereto of any award resulting from the fee, expense and cost motion.

Establishment of the Settlement Fund

9. a) Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall deposit Twenty Thousand Dollars (\$20,000.00) into the Escrow Account established at Monument Bank. Monument Bank shall waive all account-level fees. The remaining Four Hundred Eighty Thousand Dollars (\$480,000.00) shall be deposited by Defendants within 5 business days of the Effective Date.

b) Monument Bank shall not disburse monies from the Settlement Fund or Escrow Account, except as provided in this Settlement, by an order of the Court, or by the joint written instructions of William C. Casano and Tracy D. Rezvani. Monument Bank shall have the right in accordance with the first sentence of this subparagraph to transfer monies from the Escrow Account to a distribution account from which checks may be written.

c) All funds held by Monument Bank shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the Court's jurisdiction, until such time as such funds shall be distributed pursuant to the Settlement or further order of the Court.

d) The Parties agree to treat the Settlement Fund at all times as a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1. All taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or their counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes ("Taxes") shall be paid out of the Settlement Fund. Defendants and their counsel shall not have any liability or responsibility for the Taxes. The Settlement Fund shall indemnify and hold Defendants and their counsel harmless for Taxes (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and expenses incurred in connection with the preparation of any tax returns or compliance with tax laws shall be treated as, and considered as, Third Party Notice and Claim Administration Costs and shall be timely paid out of the Settlement Fund without prior order from the Court. Monument Bank (notwithstanding anything herein to the contrary) shall withhold from distribution to Settlement Class Members any funds necessary to pay such Taxes or expenses, with respect to any income earned by the Settlement Fund, including the establishment of adequate reserves for any Taxes and related expenses. The reserve amount shall be set by Monument after consultation with Class Counsel, Defendants' Counsel, and Heffler Claims Group. Defendants and their counsel are not responsible and shall not have any liability for the administration of the Settlement Fund. The Parties and their counsel agree to cooperate with Monument Bank and Heffler Claims Group, each

other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

e) In the event that the Judgment is not entered or, if it is entered, it does not become final, or it becomes final but is vacated on appeal, then upon such event the then-existing Settlement Fund, Escrow Account, and/or any distribution account (less amounts then due and owing for Third Party Notice and Claims Administration Costs) shall be returned and paid to Defendants free and clear of any further obligations pursuant to this Settlement.

Incentive Awards

10. Defendant agrees to not oppose application by Class Representatives for incentive awards to each of them in an amount not to exceed \$2,500 each. Such incentive awards are subject to approval of the Court and shall be paid by the Escrow Agent within ten (10) business days of the Effective Date.

Preliminary Approval

11. On or before May 2, 2014, by Order of the Court dated April 11, 2014, Plaintiff shall file a motion for preliminary approval in the Action, requesting that the Court:

- a) Preliminarily approve the Settlement and certify the Settlement Class for purposes of settlement only;
- b) Approve the form of Notice to be provided to the Settlement Class;
- c) Direct that Notice be provided to the Settlement Class in accordance with the Settlement and in accordance with all requirements of constitutional due process;
- d) Establish a procedure for Settlement Class Members to object to the Settlement or to exclude themselves from the Settlement Class, and set a date, not later than twenty-one (21) days prior to the date set for the Final Fairness Hearing, after which no persons shall be allowed to object to the Settlement or to exclude themselves from the Settlement Class;

e) Stay all proceedings in the Action except those related to the effectuation of the Settlement, pending final determination of whether the Settlement should be approved; and;

f) Schedule a date for the Final Fairness Hearing that is no more than ninety (90) days after the entry by the Court of the Preliminary Approval Order.

Notice to Settlement Class Members of the Settlement

12. Notice shall be completed no later than thirty (30) business days after entry by the Court of a Preliminary Approval Order. Based upon the Preliminary Approval Order and the date set by the Court for the Final Fairness Hearing, the Settling Parties shall fill in or substitute dates in the Notice to the extent reasonably feasible before Notice is provided to Settlement Class Members. The Notice shall satisfy all requirements of constitutional due process.

13. Class Counsel will provide the Claims Administrator with access to the names and last known addresses of all Settlement Class Members. This information will be provided in an accessible digital format.

14. Using the data provided by Class Counsel, the Claims Administrator will send the Notice to the last known mailing address, updated as discussed herein in Paragraph 15, of the Settlement Class Member by pre-sorted first class mail. The envelopes containing the Notice will contain a prominent "call out" to alert Settlement Class Members that the envelopes include important legal information.

15. For all Settlement Class Members, the Claims Administrator will check, verify and update the contact information and will then send a Notice to every updated address.

16. In addition to the individual notice provided pursuant to Paragraphs 12-15 of this Settlement, Notice shall include:

a) The establishment of an informational website where Settlement Class Members can obtain documents and other information about the Settlement.

b) A notice will also be posted on Class Counsel's websites (www.rvrlegal.com and www.finkelsteinthompson.com) throughout the notice period.

17. At least fourteen (14) days before the Final Fairness Hearing, the Claims Administrator shall provide Class Counsel with one or more declarations stating that Notice was provided in accordance with the requirements of the Preliminary Approval Order, which Class Counsel shall promptly file with the Court and serve on Defendant's Counsel.

Settlement Claims Administration

18. The duties of the Claims Administrator, in addition to any other duties that may be specifically described herein, are as follows:

- a) Check, verify, and update the addresses of Settlement Class Members and mail a copy of the Notice to each Settlement Class Member;
- b) Establish and maintain a Post Office box for request for exclusion from the Settlement Class;
- c) Process all requests for exclusion;
- d) Engage in account reconciliation, and general administration incidental to the Claims Administration;
- e) Prepare and transmit payments to Settlement Class Members pursuant to Paragraph 24;
- f) Upon request by Defendants' Counsel or Settlement Class Counsel, provide a list identifying (by the available information regarding name, address, and/or account number) those persons who have excluded themselves from the class;
- g) Every fifteen (15) days after the first Mailed Notice and periodically thereafter, provide Defendants' Counsel and Class Counsel a list identifying those persons who have excluded themselves from the Class, and copies of all documents submitted by such persons;

h) No later than five (5) days prior to the date set for the Final Fairness Hearing, provide Defendants and Class Counsel a final list identifying all persons requesting exclusion from the Settlement Class; and

i) Maintain and oversee data storage relating to the Settlement and the claims process.

Payment of Third Party Notice and Claims Administration Costs

19. Class Counsel shall retain the Claims Administrator. Invoices from the Claims Administrator will be paid from the Settlement Fund in accordance with Paragraph 9(b) within thirty (30) business days of the date of said invoices. It is expressly understood and agreed to by Settling Parties that neither Class Counsel, nor Settlement Class Members shall be individually responsible for any of these fees, costs, or expenses.

Exclusion from the Settlement Class

20. If a Settlement Class Member wishes to be excluded from the Settlement Class, he or she must timely and properly elect to exclude him or herself in accordance with the procedure for exclusion set forth in the Notice.

Objections to Settlement

21. Any Settlement Class Member who does not opt out of the Settlement Class may object to the Settlement by filing with the Court a timely written statement of objection. To be timely, a written statement of an objection in appropriate form must be mailed to the Clerk of the Superior Court for the District of Columbia, or other Court-appointed designee, at a courthouse location to be designated by the Court, no later than twenty-one (21) days prior to the date set in the Notice for the Final Fairness Hearing, and also served on Class Counsel, Tracy D. Rezvani, Rezvani Volin & Rotbert P.C., 1050 Connecticut Ave., N.W. 10th Floor, Washington, D.C. 20036 and Michael G. McLellan, Finkelstein Thompson LLP, 1077 30th St. NW, Washington, DC,

20007, and on Defendants' counsel, William C. Casano, Greenstein DeLorme & Luchs, P.C. 1620 L Street, N.W., Suite 900, Washington, D.C. 20036. The written statement of objection must set forth: (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 Settlement Class Member during the Class Period), (iii) the parking space number(s) for which the Member was the licensee and the period during which the space(s) was/were licensed; (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.

Distribution of Settlement Fund

22. The Third Party Notice and Claims Administration Costs shall be deducted prior to the distribution of the Settlement Funds to Settlement Class Members at such times as the Escrow Agent is presented with appropriate invoices for payment and in accordance with paragraph 9(b).

23. Court-approved attorneys' fees, costs and expenses, and incentive awards, shall be deducted from the Settlement Fund prior to the distribution to Settlement Class Members.

24. The Settlement Funds, net of (a) Third Party Notice and Claims Administration Costs (b) attorneys' fees, costs and expenses, and (c) incentive awards, shall be referred to as the Remainder. Such Remainder shall be paid to Settlement Class Members as follows within sixty (60) business days after the Effective Date of this Settlement.

a) The Settlement Fund Custodian, after any holdbacks or reserves for tax liabilities as set forth in Paragraph 9, shall, in accordance with Paragraph 9(b), pay the Remainder to the Claims Administrator, which will be responsible for payments to Settling Class Members and, if necessary, to any *cy pres* recipients for any Residual. The Remainder shall be distributed to each Settlement Class Member who does not request exclusion from the Settlement, and shall be divided equally among all such Settlement Class Members.

b) Defendants' liability to Settlement Class Members being limited to the Settlement Fund, in no event shall Defendants be required to pay any additional funds beyond those deposited in the Settlement Fund, and Class Members shall, in the aggregate, be entitled to no more than the amount remitted from the Escrow Account to the distribution account and Claims Administrator. Payments to Settlement Class Members pursuant to this Paragraph will be made by mailing checks to them at the addresses to which Notice was mailed, or to such updated addresses as Settlement Class Members provide.

Cy Pres Distribution

25. If there is a Residual, Class Counsel shall notify the Court and seek an Order permitting the Claims Administrator to distribute all such funds through a *cy pres* distribution. In addition, all funds resulting from returned or un-cashed checks shall remain in an account maintained by the Claims Administrator for one year, at which time the money will be distributed through the *cy pres* distribution. Defendants will have no obligation to make any distribution under this Paragraph.

26. The *cy pres* shall be distributed to a nonprofit organization or organizations agreed upon by Defendants and Class Counsel, and approved by the Court. Should the parties be unable to agree on recipient(s) they shall present their respective prospective recipient(s) to the Court, with any supporting materials and argument, and the Court shall decide the recipient(s).

27. The *cy pres* distribution shall be paid as soon as is practicable following the Order identified in ¶25.

Effective Date of Settlement

28. The Effective Date of the Settlement shall be the later of (1) the thirty-first (31st) day after the Court has entered the Judgment substantially in the form of Exhibit 3 attached hereto; or (2) the date of the resolution of the last of any appeals of the Judgment.

No Admission of Liability

29. Defendants expressly deny any and all liability in this Action. By entering into this Settlement, Defendants are not admitting any liability whatsoever to Plaintiff, any Settlement Class Member or any other person or entity, nor are Defendants waiving any claim, counterclaim, defense, or affirmative defense, except to the extent otherwise expressly provided by this Settlement.

No Admission of Lack of Merit of Claims

30. Plaintiff expressly denies that any allegations and claims made by him in this Action are without factual or legal support, or otherwise without merit. By entering into this Settlement, Plaintiff is not admitting that Defendants are not liable to Plaintiff, any Settlement Class Member or any other person or entity, nor is Plaintiff waiving any claim, counterclaim, defense, or affirmative defense on behalf of himself or any Settlement Class Member, except to the extent otherwise expressly provided by this Settlement.

Releases

31. As of the Effective Date, the Releasing Parties, and each of them, shall be deemed to have fully released, waived, and forever discharged the Released Parties, and each of them, of and from any and all rights, claims, liabilities, action, causes of action, costs and attorneys' fees, demands, damages and remedies, known or unknown, liquidated or unliquidated, legal, statutory,

declaratory or equitable, that Releasing Parties ever had, now have, or may have in the future, that result from, arise out of, are based upon, or relate to in any way to the facts, occurrences, conduct, omissions, duties, matters, or allegations in the Action or which could have been raised in the Action.

32. Plaintiff and other Settlement Class Members may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released pursuant to the terms of this Paragraph and Paragraph 31 of this Settlement, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, they shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Paragraph and Paragraph 31 of this Settlement. Further, each of those individuals agrees and acknowledges that they shall be bound by this Settlement, including by the releases contained in this Paragraph and in Paragraph 31 of this Settlement, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement, or never receive a distribution of funds from the Settlement. The foregoing shall be construed to operate as a waiver and release of any and all provisions, rights and benefits conferred by any statute of any state or territory of the United States, or principle of common law.

33. Releasing Parties, and each of them, agree not to file or prosecute, and agree immediately to withdraw, with prejudice, any equitable or legal proceeding against any Released Party with respect to any of the Released Claims or any of the actions taken by a Released Party

that are authorized or required by this Settlement Agreement or by the Judgment. The Court shall retain jurisdiction to enforce the Judgment, releases, and agreements contemplated by this Settlement and by the Judgment.

34. As of the Effective Date, the Released Parties will release as against Class Counsel, and the Releasing Parties, of and from any and all rights, claims, liabilities, action, causes of action, costs and attorneys' fees, demands, damages and remedies, known or unknown, liquidated or unliquidated, legal, statutory, declaratory or equitable, that Releasing Parties ever had, now have, or may have in the future, that result from, arise out of, are based upon, or relate to in any way to the facts, occurrences, conduct, omissions, duties, matters, or allegations in the Action. It is expressly understood that such release by the Released Parties does not include any claims such Released Parties may have by virtue of the apartment leases any one of them may have entered into with any of the Settlement Class Members.

35. Benefit of the Parties; No Third-Party Beneficiary. This Agreement shall be binding upon and inure solely and only to the benefit of the Parties, heirs, and personal representatives, assigns, insurers, and attorneys. Other than as expressly described herein, this Agreement expressly does not confer any right upon any person or entity not a Party hereto, as a third-party beneficiary or otherwise. Specifically, the Parties do not intend to confer any rights, as a third-party beneficiary or otherwise, to UIP Invest, LLC, its parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and all of the directors, officers, members, partners, shareholders, employees, agents, and attorneys of those entities.

Termination

36. Either Settling Party may, but is not required to, terminate this Settlement by providing written notice to counsel for the opposing Party and the Court within ten days after the Settling Party receives notice of any of the following occurrences:

- a) any court rejects, modifies, amends, or declines to approve the Settlement;

or

- b) any court makes any order precluding Plaintiff or Defendants from proceeding in whole or in part with the Settlement; or

- c) the number of Class Members who properly elect to exclude themselves or “opt-out” from the Settlement in accordance with the procedures set forth in the Notice exceeds the number set forth in a Settlement Agreement Addendum executed on May 2, 2014. Class Counsel shall have the right to communicate with Class Members seeking exclusion and, if a sufficient number of them withdraw their requests for exclusion such that the remaining “opt-outs” represent a number of people smaller than the threshold number set forth in the Settlement Agreement Addendum, any notice of termination of the Settlement will be deemed withdrawn.

37. In the event of a termination in accordance with the provisions of the Settlement:

- a) The Settlement, except for this Paragraph, shall be null and void and of no further effect;

- b) The Settling Parties will be returned to their respective positions prior to the execution of this Settlement, as of the Settlement had never been entered into, except that no party shall have the obligation to repay any distributions made from the Settlement Fund prior to termination and authorized pursuant to Paragraph 9(b);

- c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notice, court filings, orders, and public statements relating to the Settlement, may thereafter be used as evidence for any purpose whatsoever; and

d) The fact of, and any documents, findings, decisions, or orders relating to, any failure of a court to approve the Settlement or any modification or amendment of the Settlement by a court, as well as the fact and contents of any objections which may have been filed to the Settlement, may not be used as evidence for any purpose whatsoever.

38. Nothing in the preceding Paragraph is intended or will be construed to limit a Settling Party's right to use or to offer the Settlement in evidence in any action or proceeding in any court or other tribunal to enforce or implement its terms, to support or defend the Settlement, including on any appeal from the Judgment, or to enforce or assert a claim or defense of res judicata, collateral estoppel, claim or issue preclusion, settlement, release, merger and bar, or any similar claim or defense against a Settlement Class Member.

39. In the event of a termination, the balance of the Settlement Fund, Escrow Account, and/or any distribution account shall be immediately refunded and remitted to Defendants. Defendants shall have no right to seek reimbursement from Plaintiff or Class Counsel for any funds distributed from the Settlement Fund or for money spent or costs incurred for Notice or Claims Administration as long as such was distributed in accordance with Paragraph 9(b).

General Provisions

40. This Settlement constitutes the entire agreement between and among the Settling Parties with respect to the settlement of the Action. This Settlement shall not be construed more strictly against one party than another merely because it may have been prepared by counsel for one of the Settling Parties, it being recognized that, because of the arm's length negotiations resulting in the Settlement, all Settling Parties hereto have contributed substantially and materially to the preparation of the Settlement. This Settlement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by Class Counsel and Defendants' Counsel.

41. Each Settling Party to the Settlement warrants that they are acting on their independent judgment and upon the advice of his, her or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other person, other than the warranties and representations expressly made in the Settlement.

42. All of the Exhibits to the Settlement are material and integral parts hereof and are fully incorporated by reference. All captions used in the Settlement are for reference and convenience only and shall not be used in interpreting the Settlement.

43. The Settling Parties, Class Counsel, and Defendants' Counsel shall execute all documents and perform any additional acts necessary and proper to effectuate the terms of the Settlement and to obtain the benefit of the Settlement for the Settling Parties and Settlement Class Members.

44. The Settling Parties, Class Counsel, and Defendants' Counsel shall not engage in any conduct or make any statements, directly or indirectly, (a) to encourage, promote, or solicit Settlement Class Members or their counsel to request exclusion from the Settlement Class or to object to the Settlement, or (b) to facilitate, induce or cause the non-fulfillment of a condition or the occurrence of an event giving rise to a Party's right to terminate this Settlement.

45. The Settlement shall be binding upon, and shall inure to the benefit of, the Settling Parties, the Settlement Class Members, the Releasees, and the respective heirs, administrators, successors, and assigns of each of them. Except as provided in the foregoing sentence, nothing in this Settlement is intended to create any legally enforceable rights in any other person or to make any other person, including, but without limitation, an agreed-upon recipient of *cy pres* funds pursuant to Paragraph 26 of this Settlement, a beneficiary of this Settlement.

46. The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement.

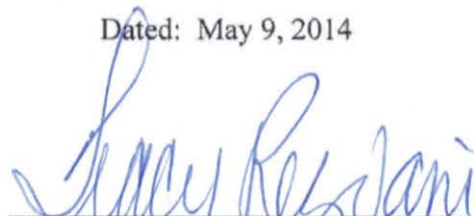
47. This Settlement shall be construed, enforced and administered in accordance with the laws of the District of Columbia without reference to its conflict of laws principles.

48. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement, and all Settling Parties and Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.


49. This Settlement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys:

Dated: May 9, 2014


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


William C. Casano
**GREENSTEIN DELORME
& LUCHS, P.C.**
1620 L Street NW, Suite 900
Washington, DC 20036

Counsel for Defendants

List of Exhibits

- Exhibit 1: Proposed Notice
- Exhibit 2: Proposed Preliminary Approval Order
- Exhibit 3: Proposed Order and Final Judgment

EXHIBIT 1

If You Were a Tenant of the Capitol Park Towers Apartments Who Paid a Fee to Park at the Apartments
Please Read This Legal Notice Carefully. Your Rights Could Be Affected.

The DC Superior Court has preliminarily approved a settlement in a class action lawsuit between tenants and former tenants of the Capitol Park Towers Apartments, 301 G St. SW, Washington, DC ("Capitol Park Towers"), who paid monthly fees to park their cars at the Capitol Park Towers, and the former owners and property managers of the Capitol Park Towers, Capitol Park Associates, an Illinois Limited Partnership; Capitol Park Land Corporation; A.I.M. Partnership No. 1, an Illinois Limited Partnership; and EJF Real Estate Services, Inc. (the "Defendants"). The case is titled *Chaney, et al. v. Capitol Park Associates, an Illinois limited partnership, et al.*, Case Number 2012 CA 005582 B. In a class action, one or more people ("Class Representatives") sue on behalf of themselves and all other people who have similar claims.

This notice is only a summary. For more information, visit www.rvrlegal.com/Capitol_Park_Towers_Settlement or call the number below.

What is this lawsuit about?

This is a lawsuit under the consumer protection laws of District of Columbia. The lawsuit alleges that, between July 10, 2009 and November 15, 2013, the Defendants charged tenants of the Capitol Park Towers Apartments monthly fees to park at the Apartments without a proper business license and without proper clearance under the DC zoning regulations. The lawsuit alleges that these practices violated the DC Consumer Protection Procedures Act and unjustly enriched the Defendants. The lawsuit sought damages of \$1,500 per violation for each class member, and other monetary relief.

Are you a Class Member?

You are a Class Member if you are a current or former tenant of the Capitol Park Towers who paid a monthly fee to park at the Apartments at any time between July 10, 2009 and November 15, 2013. However, you are not a Class Member if you are employed by any of the Defendants, or any company affiliated with the Defendants or if you have previously released your claims against any of the Defendants.

What are the terms of the Settlement?

The Defendants have agreed to pay \$500,000 to settle the case. In exchange, the claims in the lawsuit will be dismissed, and no Class Member will be allowed to file new lawsuits in the future against any of the Defendants that make the same claims, or that are based on the events covered by the lawsuit. The Defendants will not be

admitting that they did anything wrong, and the Class Representatives will not be admitting that the allegations they made in the lawsuit are wrong.

Are you entitled to any money?

Yes, if the Court grants final approval of the settlement. It is impossible to precisely identify the exact amount that you will receive at this time, because the settlement creates a single common fund of \$500,000. All of the costs of the litigation, including attorneys' fees and expenses, incentive awards, and the costs of administering the settlement, will be deducted from that fund prior to distribution to Class Members, and the final amount of those costs is not yet known. Based on the information available at present, it is estimated that a total of 208 Class Members will share equally in the net settlement fund.

Attorneys' Fees and Costs

The attorneys for the Class Representatives ("Class Counsel") will be asking for an attorney's fee award of up to 33% of the settlement fund, and for reimbursement of the out-of-pocket expenses they have paid while pursuing this lawsuit. Any award of attorneys' fees and expenses must be approved by the Court.

Incentive Awards

Class Counsel will also be asking for incentive awards of \$2,500 for the Class Representatives, to be paid from the settlement fund. Incentive awards are intended to compensate the Class Representatives for their time and effort they spent assisting with the lawsuit. Any incentive award must be approved by the Court.

What are your legal rights?

You have two options at this time:

Remain a Class Member. If you are a Class Member, and want to remain a Class Member, you do not have to do anything. If the settlement receives final approval, you will receive your share of the \$500,000 settlement fund. You will also give up the right to file an individual lawsuit against the Defendants that makes the same claims, or is based on the same events, as this lawsuit. If you remain a class member, you have the right to enter an appearance in this lawsuit through your attorney.

Exclude Yourself. If you do not want to be a Class Member, you must exclude yourself from the settlement. If you exclude yourself, you will lose your right to receive your share of the \$500,000 settlement fund if the settlement

receives final approval. However, you will keep your right to file an individual lawsuit against the Defendants that makes the same claims, or is based on the same events, as this lawsuit. To exclude yourself, you must send a letter stating you "request exclusion from the class in *Chaney, et al. v. Capitol Park Associates, L.P., et al.*, Case Number 2012 CA 005582 B," including your name, current address, the number of the parking space(s) which was licensed to you and the period which you used such space(s), and the apartment number or numbers where you resided in Capitol Park Towers between July 10, 2009 and November 15, 2013, to:

Capitol Park Towers Settlement
c/o Heffler Claims Group
1515 Market Street, Suite 1700
Philadelphia, PA 19102

You must mail your request for exclusion no later than July 7, 2014. Requests for exclusion mailed after July 7, 2014 will not be considered by the Court.

Do you have a right to comment or object to the settlement?

If you remain a class member, you have the right to comment on the settlement to the Court, including expressing support for the settlement. Your comments must be in writing.

You also have the right to object to the settlement if you do not think it is fair. Your objection must be in writing, and must contain the following information: (i) the name of the lawsuit; (ii) your full name, address, and telephone number (and if you no longer live at the Capitol Park Towers, your former apartment number there), (iii) the number of the parking space(s) that was licensed to you and the period during which you used such space(s), (iv) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (v) the identity of all counsel representing you; (vi) the identity of all counsel representing you 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 your objection; (viii) a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing; and (ix) your signature or the signature of your counsel. All comments and objections must be mailed to:

Capitol Park Towers Settlement
c/o Heffler Claims Group
1515 Market Street, Suite 1700
Philadelphia, PA 19102

You must also mail copies of your comments or objection to Class Counsel and Defense Counsel:

Class Counsel:

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

Defense Counsel:

William C. Casano
Greenstein DeLorme & Luchs, P.C.
1620 L Street NW, Suite 900
Washington, DC 20036

You may only submit comments or objections if you remain a class member. You may not do so if you exclude yourself from the settlement. You must mail your comments or objections no later than July 7, 2014. Comments or objections mailed after July 7, 2014 will not be considered by the Court.

The Final Fairness Hearing

The Court will hold a Final Fairness Hearing on July 28, 2014 at 10:00 a.m. in Courtroom 219 at Superior Court for the District of Columbia, Moultrie Courthouse, 500 Indiana Avenue NW, Washington, DC 20001 to consider whether to grant final approval of the settlement, Class Counsel's request for attorney's fees and expenses, and the Class Representatives' request for incentive awards. If you submit written comments or objections, you may appear at the hearing in person or through your counsel, and present your views about the settlement, as well as any evidence you want the Court to consider. If you do not submit written comments or objections, or if you exclude yourself from the settlement, you will not be allowed to appear at the Final Fairness Hearing.

This notice is intended solely to provide information about the settlement. You should not interpret it as an opinion by the Court about the merits of the claims in this lawsuit.

For more information visit www.rvrlegal.com/Capitol_Park_Towers_Settlement or call (202) 350-4270 ext. 106

EXHIBIT 2

**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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[PROPOSED] 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:

50. The motion is GRANTED as modified herein during the May 9, 2014 hearing.

51. 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.

52. 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:

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

f) 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;

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

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

i) to rule upon such other matters as the Court may deem appropriate.

53. 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.

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

55. 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, on or before thirty (30) business days after entry of this Order, to all Class Members who can be identified with reasonable effort. 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 the date listed below.

56. 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.

57. 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.

58. 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.

59. 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 filed with the Court and served on counsel for the parties no later than the date set forth below. No Class Member who has not filed comments or objections will be allowed to appear at the Final Fairness Hearing.

60. 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.

61. 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.

62. 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.

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

14. The following deadlines are hereby established for further proceedings in this Action. The Court may adjourn any of the dates set forth below from time to time, including the date of the Final Fairness Hearing, without further notice.

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: _____, 2014

Hon. Neal E. Kravitz

EXHIBIT 3

**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 B Judge Neal E. Kravitz Calendar 13
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[PROPOSED] ORDER AND FINAL JUDGMENT

On the _____ day of _____, 2014, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Settlement Agreement dated April 29, 2014 (the "Settlement") are fair, reasonable and adequate for the settlement of all claims asserted by the Class against the Defendants in the Third Amended Complaint now pending in this Court under the above caption, including the release of the Defendants and the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Third Amended Complaint on the merits and with prejudice; (3) whether to approve the plan of allocation of the Settlement Fund as fair and reasonable; (4) whether and in what amount to award Class Counsel fees and reimbursement of expenses; and (5) whether and in what amount to award incentive awards to the Class Representatives. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all Class Members who could be located with reasonable effort; and the Court having considered and determined the fairness and reasonableness of the

award of attorneys' fees, expenses, and incentive awards requested; and all capitalized terms used herein having the meanings as set forth and defined in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

64. The Court has jurisdiction over the subject matter of the Action, the Class Representatives, all Class Members, and the Defendants.

65. The Court finds that the prerequisites for a class action under Superior Court Civil Rules 23 (a) and (b)(3) have been satisfied in that: (a) the Class is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representatives are typical of the Class Members they seek to represent; (d) the Class Representatives have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the Class Members predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

66. Pursuant to Rule 23 of the Superior Court Rules this Court hereby finally certifies this action as a class action on behalf of all current and former residents of the Capitol Park Towers Apartments, 301 G Street SW, Washington, DC 20024 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 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 or any

person who timely submitted a request for exclusion from the Settlement, each of whom are identified in Attachment A to this Order.

67. Notice of the pendency of this case as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Superior Court Civil Rules, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

68. The Settlement is approved as fair, reasonable and adequate, and the Class Members and the parties are directed to consummate the Settlement in accordance with the terms and provisions of the Settlement Agreement.

69. The Third Amended Complaint is hereby dismissed with prejudice and without costs, except as provided in the Settlement Agreement.

70. Members of the Class and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting any and all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and unknown claims, (i) that have been asserted in this Action by the Class Members or any of them against any of the Released Parties, or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties

which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, conduct involved, set forth, or referred to in the Third Amended Complaint against any and all of the Defendants, their past or present subsidiaries, parents, successors and predecessors, officers, directors, partners, agents, employees, attorneys, insurers and any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors in interest, or assigns of the Defendants (the "Released Parties"). The Released Claims are hereby compromised, settled, released, discharged and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

71. The Released Parties are hereby permanently barred and enjoined from instituting, commencing or prosecuting any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known claims and unknown claims, that have been or could have been asserted in this litigation or any forum by the Released Parties or any of them or the successors and assigns of any of them against the Class Representatives, Class Members, or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of this litigation (the "Released Parties' Claims"). Such Released Parties' Claims specifically exclude any claims any of the Released Parties may have against any Class Member by virtue of any apartment lease for an apartment at Capitol Park Towers. The Released Parties' Claims are hereby compromised, settled, released, discharged and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

72. Neither this Order and Final Judgment, the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

j) offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties with respect to the truth of any fact alleged by any of the Class Representatives or the validity of any claim that has been or could have been asserted in this or any litigation, or the deficiency of any defense that has been or could have been asserted in this or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Released Parties;

k) offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party;

l) offered or received against the Released Party as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Released Party, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement;

m) construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

n) construed as or received as evidence of an admission, concession or presumption against the Class Representatives or any of the Class Members that any of their claims are without merit, or that any defenses asserted by the Defendants have any merit, or that

damages recoverable under the Third Amended Complaint would not have exceeded the Settlement Fund.

73. The plan of allocation of the Settlement Fund is approved as fair and reasonable, and Class Counsel and the Claims Administrator are directed to administer the Settlement Agreement in accordance with its terms and provisions.

74. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Superior Court Rules as to all proceedings herein.

75. Class Counsel are hereby awarded 33% percent of the Settlement Fund in fees, which sum the Court finds to be fair and reasonable, and \$_____ in reimbursement of expenses, which amounts shall be paid to Class Counsel from the Settlement Fund. The award of attorneys' fees shall be allocated among Class Counsel in a fashion which, in the opinion of Rezvani Volin & Rotbert P.C., fairly compensates Class Counsel for their respective contributions in the prosecution of this litigation.

76. Each Class Representative is awarded an incentive award of \$2,500.

77. In making this award of attorneys' fees and reimbursement of expenses, and the award of incentive awards to be paid from the Settlement Fund, the Court has considered and found that:

o) The Settlement has created a fund of \$500,000 in cash, \$20,000 of which is already on deposit, and the remainder of which will be deposited within 5 business days of the Effective Date as provided in the Settlement Agreement. The Class Members who have not requested exclusion from the Settlement will benefit from the Settlement created by Class Counsel;

p) Copies of the Notice were disseminated to Class Members indicating that Class Counsel were moving for attorneys' fees in the amount of up to 33% of the Settlement Fund and for reimbursement of expenses, and that the Class Representatives were moving for incentive awards, and _____ objections were filed against the terms of the proposed Settlement, the award of attorneys' fees and expenses, or the incentive awards.

q) Class Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy;

r) The action involves complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

s) Had Class Counsel not achieved the Settlement there would remain a significant risk that the Class might have recovered less or nothing from the Defendants;

t) Class Counsel have devoted over _____ hours, with a lodestar value of \$_____, to achieve the Settlement;

u) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement Fund are consistent with, or less than, awards in similar cases; and

v) Each Class Representative devoted substantial time and effort to the prosecution of this Action, including some or all of the following: meeting with Class Counsel to discuss case strategy and prepare to meet their obligations as Class Representatives, corresponding with Class Counsel in writing and by telephone to keep abreast of and provide input regarding the prosecution of the Action, reviewing documents and filings, answering interrogatories, compiling and producing document discovery, sitting for depositions, and participating in settlement negotiations.

78. Exclusive jurisdiction is hereby retained over the parties and the Class Members for all matters relating to this litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Class and enforcement of the injunction against prosecuting Released Claims against any Released Parties.

79. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

80. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Superior Court Civil Rules.

Dated: _____, 2014

Hon. Neal E. Kravitz