

- c. The Class excludes the following persons:
- (i) the judge(s) assigned to this case and his or her staff;
 - (ii) governmental entities;
 - (iii) Defendant and the Released Parties, including but not limited any Greystar Real Estate Partners entity, including but not limited to GREP South, LP, and GS Elan 99 Holdings, LLC;
 - (iv) persons adjudged to be bankrupt; and
 - (v) persons who have previously released Defendant of any claims asserted in this action.

3. For purposes of settlement only, the Court finds that the requirements of Rule 42 of the Texas Rules of Civil Procedure have been satisfied.

4. The Court preliminarily approves Plaintiffs Keith Jerome and Akira Jerome as the Class Representatives.

5. The Court preliminarily approves the following attorneys and law firms as Class Counsel:

Britton D. Monts
The Monts Firm

R. Martin Weber, Jr.
Richard E. Norman
Crowley Norman LLP

Jason W. Snell
The Snell Law Firm P.L.L.C.

6. The Court preliminarily approves the Settlement as set forth in the Parties' Settlement Agreement as falling within the range of a settlement that may be granted final approval, finding its terms appear sufficiently fair, reasonable, and adequate to warrant providing the Notice to Class Members. The Parties appear to have entered into the

Settlement Agreement in good faith following arms-length negotiations between Class Counsel and Defense Counsel.

7. Neither the Parties' Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it shall be construed in the Action or any other lawsuit as an admission or concession by Defendants of the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

8. The Court approves JWD Legal Administration as the Third-Party Administrator ("TPA") for administering the Settlement.

9. Within ten (10) business days from the date of this Order, Defendant will provide to the TPA a spreadsheet listing each Class Member's current or last known address according to Defendant's current business records. In compiling the spreadsheet, Defendant will use information available to Defendant to gather addresses of all current tenants in the Settlement Class and the last-known addresses of former tenants in the Settlement Class. The TPA will then make reasonable efforts using a national address database to trace, identify and obtain any updated addresses for Class Members.

10. Within thirty (30) calendar days from the date of this Order, the TPA will send by first-class mail a Postcard Notice to each identified Class Member at their current or last known forwarding address according to Defendant's current business records, or to the extent applicable, to their updated address.

11. The Court approves the proposed procedure for disseminating Notice to the Class Members, as set forth in the Agreement. The Court finds the notice plan that the

Parties propose to follow constitutes the best notice practicable under the circumstances, constitutes valid and sufficient Notice to Class Members in full compliance with the requirements of Rule 42(c)(2)(B) of the Texas Rules of Civil Procedure and the Due Process Clause of the United States Constitution.

12. Within thirty (30) calendar days from the date of this Order, the TPA will create and administer an Internet website where Class Members can obtain information regarding this Settlement. The Postcard Notice shall identify and reference the Internet website. The Long Form Notice shall be made available on the website.

13. Any Class Member who wishes to exclude himself or herself from the Settlement Class (and thus opt out of the Settlement) must do so in writing not later than fourteen (14) calendar days before the Fairness Hearing. Class Members must mail a written request for exclusion to Class Counsel, Defense Counsel and the TPA that includes: (1) a statement requesting exclusion from the proposed Settlement; (2) the Class Member's name and mailing address; and (3) the Class Member's original signature. Any Class Member who does not opt out of the Settlement shall be bound by any judgment or order entered in the Action, whether favorable or unfavorable to such Class Member or the Class. For Class Members in a Household with more than one current or former tenant named as a party to the lease, each and all Class Members in the Household who are named as a party to the lease must exclude themselves from the Settlement in writing, as set forth herein, in order for the exclusion request to be valid; otherwise each and all Class Members in the Household shall be bound by the Settlement

14. Any Class Member who wishes to object to the Settlement must submit a valid objection not later than fourteen (14) calendar days before the date of the scheduled

Fairness Hearing. To be valid, an objection must be in writing, contain the name of the case, be personally signed by the Class Member or his counsel, and must include: (a) the Class Member's name, mailing address, telephone number, and, if represented by counsel, counsel's contact information; (b) the Class Member's proof of inclusion in the above-defined Settlement Class (including the apartment community involved, the specific apartment unit leased and the date of the lease); (c) the basis for the Class Member's objection; and (d) a statement of whether the Class Member intends to appear at the Fairness Hearing, either with or without counsel. If the Class Member has a lawyer file an objection on their behalf, he or she must follow all applicable Texas Rules of Civil Procedure and must list the attorney's name, address, bar number and telephone number in the written objection filed with the Court. Any Class Member who does not object in the manner provided above shall be deemed to have waived all objections and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of, or otherwise opposing in any way, the Settlement.

15. Any objection by a Class Member must be filed with the Court and a copy mailed and postmarked or delivered via courier to all of the Parties to this Action as follows: (1) Class Counsel, R. Martin Weber, Jr., Crowley Norman LLP, 3 Riverway, Suite 1775, Houston, Texas 77056, (2) Defense Counsel, Gregory P. Sapire, Cleveland Terrazas PLLC, 4611 Bee Caves Road, Suite 306B, Austin, Texas 78746, and (3) the TPA (JNA Legal Administration). Class Member objections filed and/or served late shall be deemed invalid.

16. Any Class Member who wishes to appear and object in person or through counsel at the Fairness Hearing must file and/or serve a proper objection as provided

above.

17. Plaintiff and Defendants have the right to respond not later than seven (7) calendar days prior to the Fairness Hearing date to any and all timely objections by Class Members.

18. If a Class Member files an objection to the Settlement Agreement, Class Counsel and/or Defense Counsel may depose the objector consistent with the Texas Rules of Civil Procedure at an agreed upon location, and seek to have the objector produce documentary evidence or other tangible things relevant to the objection. An objector's failure to make himself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector's objection and otherwise affect that person's substantive rights. The Court reserves the right to tax the costs of such discovery to the objector or the objector's counsel should it be determined the objection was frivolous or was made for an improper purpose.

19. The procedures and requirements for filing objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement so as to protect the due process rights of all Class Members.

20. A Fairness Hearing for final approval of the Settlement shall be held on April 5, 2017, at 10:00 a.m./p.m. in Courtroom of the 55th Judicial District Court of Harris County, Texas, Harris County Civil Courthouse, 201 Caroline Street, Houston, Texas 77002, for the purpose of determining whether: (1) the proposed Settlement, including the Parties' Agreement, should be finally approved by the Court as fair, reasonable and adequate; (2) the proposed Class should be certified for

purposes of settlement only; (3) the form and content of the Notice sent to Class Members is approved; (4) any objections to the Settlement should be granted or overruled; (5) whether the attorneys' fees and contribution awards to be requested by Class Counsel in a motion should be approved; (6) whether Plaintiffs should be approved as the Class Representative; (7) whether Plaintiffs' counsel should be approved as Class Counsel; and (8) such other matters as may be necessary or proper under the circumstances.

21. No later than twenty-eight (28) calendar days prior to the date of the Fairness Hearing, Class Counsel shall file a motion for final approval of their application for attorneys' fees and expenses, and any enhancement award for Plaintiffs as the Class Representatives. The motion shall be posted by the TPA on the Website. In accordance with Rule 42(h)(1), both the Postcard Notice and the Long Form Notice will inform Class Members of the timing of the filing and will inform Class Members that the motion will be available on the Website.

22. No later than seven days (7) prior to the date of the Fairness Hearing, Class Counsel shall file a motion for final approval of the proposed Settlement.

23. The Court reserves the right to adjust the Fairness Hearing date and related deadlines. If dates are altered, the revised date and/or deadlines shall be posted on the Settlement website referenced in the Notice. In no event shall any deadline be shortened. The Parties will not be required to re-send any Notice to Class Members in such event.

Signed on this 3 day of OPL., 2018.


The Honorable Jeff Shadwick
55th Judicial District Court