

If you paid Sewer Service Charges to the City of Los Angeles calculated subject to the Dry Winter Compensation Factor at any time from May 4, 2016, through June 30, 2022, inclusive, you could get a payment from a class action settlement.

A court authorized this notice. It is not a solicitation from a lawyer.

Si pagó cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el factor de compensación de invierno seco en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive, podría obtener un pago de un acuerdo de demanda colectiva. Si desea obtener un Formulario de reclamo o una copia de este Aviso en español, visite el sitio web del acuerdo en www.LASewerChargeSettlement.com, o comuníquese con el Administrador de reclamos al la 1-877-390-3368. Esto no es una solicitud de un abogado. Un tribunal ordenó este Aviso.

- A settlement has been reached with the City of Los Angeles (“City”) in a class action lawsuit claiming, among other things, that the City overcharged certain customers of L.A. Sanitation for residential property sewer services.¹
- As part of the Settlement, the City has agreed to create a \$57.5 million Settlement Fund, to change the way it determines the Dry Winter Compensation Factor, and to abide by specific timelines for returning related costs overpayments to the Sewer Construction and Maintenance Fund.
- You are a “Settlement Class Member” if you were an Account Holder that paid Sewer Service Charges to the City calculated subject to the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (“Settlement Class Period”).²
- Your rights are affected whether you act or don’t act. Read this notice carefully.

¹ All capitalized terms used in this notice that are not otherwise defined herein shall have the meanings ascribed to them in the First Amended Stipulation and Agreement of Settlement dated May 30, 2023 (the “Stipulation”), which is available at www.LASewerChargeSettlement.com.

² “Account Holder” means any Person who or which had an account with the Los Angeles Department of Water and Power for sewer services during the Settlement Class Period. Account Holders are the only Persons eligible to receive compensation in this Settlement. As used herein, the term “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, and any business or legal entity and his, her, or its spouses, heirs, predecessors, successors, representatives, or assignees.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>IF YOU HAVE AN ACTIVE ACCOUNT FOR SEWER SERVICES YOU DO NOT HAVE TO DO ANYTHING TO RECEIVE A PAYMENT.</p>	<p>If you are a Settlement Class Member who has an active account for sewer services with the City, you do not have to do anything to qualify for a payment. If you remain in the Settlement Class, you will receive a payment, but you will also be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims that you have against Defendant’s Releasees. Paragraph 13 below explains what claims you are releasing.</p>
<p>SUBMIT A CLAIM FORM BY SEPTEMBER 24, 2023, IF YOU NO LONGER HAVE AN ACTIVE ACCOUNT FOR SEWER SERVICES.</p>	<p>If you are a Settlement Class Member who no longer has an active account for sewer services with the City, you must submit a Claim Form to receive a cash payment from this Settlement. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed to you upon request to the Claims Administrator at (877) 390-3368. Claim Forms must be postmarked or submitted electronically by September 24, 2023, to the Claims Administrator. If you submit a claim form, you will give up the right to sue the City in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED BY NOVEMBER 29, 2023.</p>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the City related to the legal claims this Settlement resolves. However, you will give up the right to get a cash payment from this Settlement. Go to paragraph 16 below for further details and instructions on how to request exclusion from the Settlement Class.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED BY NOVEMBER 29, 2023.</p>	<p>If you do not exclude yourself from the Settlement, you may object to the proposed Settlement, the request for attorneys’ fees and reimbursement of Litigation Expenses, and/or the request for Service Awards to the Plaintiffs, by writing to the Court and explaining what is it that you don’t like. Objecting does not disqualify you from receiving a payment from the Settlement. Go to paragraph 19 below for further details and instructions on how to object.</p>
<p>GO TO A HEARING ON DECEMBER 20, 2023.</p>	<p>You go to the hearing and ask the Court for permission to speak at the final approval hearing about your objection. You do not need to come to the hearing to receive a cash payment or to object.</p>

- These rights and options – *and the deadlines to exercise them* – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 4
1. Why was this notice issued?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT	PAGE 4
5. How do I know whether I am part of the Settlement?	
6. Are there exceptions to being included?	
7. What if I am still not sure whether I am part of the Settlement?	
THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY	PAGE 5
8. What does the Settlement provide?	
9. How much will my cash payment be?	
HOW TO GET A CASH PAYMENT – DO I NEED TO SUBMIT A CLAIM FORM?	PAGE 6
10. How do I get a cash payment from the Settlement?	
11. When would I get my cash payment?	
12. What rights am I giving up to get a cash payment and stay in the Settlement Class?	
13. What are the claims are being released?	
THE LAWYERS REPRESENTING YOU	PAGE 8
14. Do I have a lawyer in this case?	
15. How will the lawyers be paid?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 9
16. How do I get out of the Settlement?	
17. If I exclude myself, can I still get a cash payment from this Settlement or object?	
18. If I do not exclude myself, can I sue the City for the same legal claims later?	
OBJECTING TO THE SETTLEMENT	PAGE 9
19. How do I tell the Court that I do not like the Settlement?	
20. May I come to Court to speak about my objection?	
21. What is the difference between objecting to the Settlement and asking to be excluded from it?	
THE COURT’S FINAL APPROVAL HEARING	PAGE 10
22. When and where will the Court decide whether to approve the Settlement?	
23. Do I have to come to the hearing?	
24. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 10
25. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 11
26. How do I get more information?	

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

2. What is this lawsuit about?

Judge Stuart M. Rice of the Superior Court of the State of California, County of Los Angeles (the “Court”) is overseeing this class action. The case is known as *Hoffman v. City of Los Angeles*, Case No. BC672326 (the “Action”). The persons who filed this class action lawsuit are called the “Plaintiffs” and the City of Los Angeles is the “Defendant.” Plaintiffs allege that the City improperly determined the annual Dry Winter Compensation Factor, which is used in calculating sewage service charges for single-family properties and multi-family properties of four or fewer units that lack separate indoor (tributary) and outdoor (non-tributary) water meters, thereby overcharging such customers, with the settlement class period running from May 4, 2016, through June 30, 2022, inclusive. The Plaintiffs further allege that the City improperly failed to timely return to the Sewer Construction and Maintenance Fund certain related costs overpayments made in connection with the annual budgeting process for City Departments that performed various services for the sewer system. According to Plaintiffs, the City’s failure to timely return the money to the Sewer Construction and Maintenance Fund was a violation of California Constitution Article XIII D, § 6.

The Court held a phase I trial and decided that the City improperly determined the Dry Winter Compensation Factor and violated certain procedural requirements of California Constitution Article XIII D, § 6. Discovery continued concerning the related costs overpayments claim. While the City continues to deny liability, the parties have agreed to a settlement to avoid the expense and risk of continued litigation and to deliver an immediate and material benefit to the sewer ratepayers. More information about the case and Settlement can be obtained at www.LASewerChargeSettlement.com, by calling the Claims Administrator at 1-877-390-3368, or by writing to the Claims Administrator or Plaintiffs’ Counsel, whose contact information is set forth in paragraph 26 below. A copy of the Stipulation, and other relevant documents, are available at www.LASewerChargeSettlement.com.

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Adam Hoffman and Samuel Jason) sue on behalf of other people and entities with similar claims. The Court has determined that, for the purposes of settlement, the case should proceed as a class action. Together, the people and entities included in the class action are referred to as the “Settlement Class” or “Settlement Class Members.” The Court will resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

There has not been a final determination by the Court of whether the Plaintiffs or the City was right. Instead, the parties agreed to a settlement. This way, they avoid the cost and burden of further litigation at the trial court and on appeal, and the people and entities affected by the allegedly wrongful conduct can get benefits. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

The Settlement includes all Account Holders who paid Sewer Service Charges to the City of Los Angeles calculated using the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (the “Settlement Class Period”).

6. Are there exceptions to being included?

Yes. The Settlement does not include: (a) any Judge to whom this case is or was assigned; (b) any officers and council members of the City; and (c) Persons otherwise meeting the definition of the Settlement Class who submit timely and valid requests for exclusion that are accepted by the Court.

7. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are included, call 1-877-390-3368, go to www.LASewerChargeSettlement.com, or write to one of the lawyers listed in Question 26 below.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement is comprised of two components: (a) Monetary Relief; and (b) Non-Monetary Relief.

Monetary Relief Component: The City has agreed to create a \$57.5 million Settlement Fund. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys' fees and expenses, Service Awards, notice and administration costs, and taxes, is to be divided among all Settlement Class Members who are validated by the City as having paid the sewer service charges at issue, in exchange for the settlement of this case and the Release by Settlement Class Members of claims related to this case.

Non-Monetary Remedial Relief Component: The Settlement provides that:

(a) The City will implement the agreed methodology for determining the Dry Winter Compensation Factor (based on the model used by Plaintiffs' expert) set forth at Exhibit C to the Stipulation. This will be implemented starting in the 2022-2023 Fiscal Year. Notwithstanding this implementation, nothing in this Settlement prevents or otherwise precludes the City from implementing other calculation methodologies in connection with the adoption of new rates following the Prop 218 process.

(b) The City will perform the related costs reconciliation and return to the Sewer Construction and Maintenance Fund (Funds 760 and 761) ("SCM Fund") monies due under the reconciliation as soon as reasonably practicable after the close of each fiscal year, and no later than December 31 of each fiscal year. As a result of this Action, the City accelerated its return of \$59,508,087 from its General Fund to the SCM Fund for accumulated over-allocations of related costs through Fiscal Year 2021-2022. In the future, there will be no multi-year accumulating related cost reconciliation balance, as the repayment will be performed each fiscal year. The reconciliation will be performed for all departments receiving over \$2,000,000 annually in related costs from the SCM Fund.

(c) The City will include pension contributions in the overpayment reconciliation and ensure that rebates from the Los Angeles City Employees Retirement System are allocated back to the SCM Fund in proportion to the SCM Fund's pension contribution expenditures.

(d) For each of the three fiscal years following the Effective Date of the Settlement, the City will provide a declaration under penalty of perjury at the end of each fiscal year to Plaintiffs' Counsel, by no later than January 31, confirming that it has complied with each of the above-described provisions of the Non-Monetary Remedial Relief.

9. How much will my cash payment be?

If the Settlement is approved, the Plan of Allocation will govern how the Net Settlement Fund will be distributed among Authorized Claimants.³ Under the Plan of Allocation in this case, a Recognized Claim will be calculated

³ "Authorized Claimant" means: (i) a Current Customer Class Member who does not opt out of the Settlement; or (ii) a Former Customer Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator. "Current Customer Class Members" means Settlement Class Members who have an active account for sewer services with the City of Los Angeles as of the Effective Date. "Former Customer Class Members" means Settlement Class Members who no longer have an active account for sewer services with the City of Los Angeles as of the Effective Date.

for each Authorized Claimant during the Settlement Class Period. A “Recognized Claim” will be the sum of the overcharges paid by a Settlement Class Member during the Settlement Class Period. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant. Any Distribution Amounts of less than \$10.00 will be included in the pool distributed to those Settlement Class Members whose Distribution Amounts are \$10.00 or greater.

To the extent any monies remain in the fund six (6) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distribution checks and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed in equal parts to Heal the Bay and LA Waterkeeper, non-sectarian, not-for-profit organizations. In the event Heal the Bay and LA Waterkeeper are not approved by the Court, or are for any reason unable to accept the funds, the remaining balance shall be contributed to a non-sectarian, not-for-profit organization or organizations to be recommended by Plaintiffs’ Counsel in consultation with the City and approved by the Court, or distributed as otherwise as approved by the Court.

Assuming all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved attorneys’ fees, Service Awards, Taxes, Litigation Expenses, and other costs) will be \$80.56 per Settlement Class Member. Settlement Class Members should note, however, that the foregoing recovery is only an estimate. *Your actual recovery will depend on a number of factors, including, but not limited to, the years in which you were a customer, the amount of Residential Sewer Service Charge you paid, the number of Authorized Claimants, and the amount of attorneys’ fees and Litigation Expenses awarded by the Court, etc.*

HOW TO GET A CASH PAYMENT – DO I NEED TO SUBMIT A CLAIM FORM?

10. How do I get a cash payment from the Settlement?

What you have to do to get a payment depends on whether you have an active account for sewer services with the City.

Current Customer Class Members: If you are a Settlement Class Member who has an active account for sewer services with the City, you do not have to do anything to qualify for a payment. The City has your payment history and has provided the information necessary for the Claims Administrator to send a check to your current address. You will only be eligible to receive money if your Distribution Amount calculates to over \$10.00. If you are moving or have recently moved, please contact the Claims Administrator at 1-877-390-3368, or by email at info@LASewerChargeSettlement.com, or in writing at *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI 53217, and provide your new address and contact information. To avoid fraud, you may be asked to provide information necessary to confirm your identity, such as your LADWP account number.

Former Customer Class Members: If you are a Settlement Class Member who no longer has an active account for sewer services with the City, you must submit a Claim Form to receive a cash payment from this Settlement. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed to you upon request to the Claims Administrator at 1-877-390-3368. Claim Forms must be postmarked or submitted

electronically by September 24, 2023, to the Claims Administrator. You will only be eligible to receive money if your Distribution Amount calculates to over \$10.00.

11. When would I get my cash payment?

The Court will hold a hearing on December 20, 2023, to decide whether to grant final approval of the Settlement. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if, and when, the Court grants final approval to the Settlement and after any appeals are resolved.

12. What rights am I giving up to get a cash payment and stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against the City or Defendant's Releasees (*see* footnote 5) about the legal issues resolved by this Settlement. The rights you are giving up are called "Released Plaintiffs' Claims."

13. What are the Claims are being released?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If, and when, the Settlement becomes Final, Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim⁴ against the City and the other Defendant's Releasees,⁵ and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendant's Releasees.

Concomitantly, if, and when, the Settlement becomes Final, Defendant and the other Defendant Releasees, on behalf of themselves, and their respective administrators, predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every

⁴ "Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, whether known claims or unknown claims, whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint and that relate to the payment of Sewer Service Charges to the City of Los Angeles calculated using the Dry Winter Compensation Factor during the Settlement Class Period or the use of sewer service charge revenue for purposes not allowed under Proposition 218 (Cal. Const. Art. 13D, § 6). Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims of any Person that submits a request for exclusion that is accepted by the Court.

⁵ "Defendant's Releasees" means the City, and each of its current and former employees, officials, agents, managers, clerks, officers, directors, and attorneys, including, but not limited to, the Mayor of the City of Los Angeles, Members of the City Council for the City of Los Angeles, Managers of the City of Los Angeles, Clerks of the City of Los Angeles, and Finance Directors for the City of Los Angeles, in their capacities as such.

Released Defendant's Claim⁶ against Plaintiffs and the other Plaintiffs' Releasees,⁷ and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant's Claims against any of the Plaintiffs' Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court. Moreover, for the avoidance of doubt, this release shall not apply to any claims by the Defendant or any other Defendant Releasee that arise out of or relate in any way to: (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City services, charges, or fees; in other words, it relates solely to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant.

A copy of the Stipulation containing the mutual releases that will be given in the Settlement is available at www.LASewerChargeSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. Judge Stuart M. Rice appointed Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067 to represent you and other Settlement Class Members as "Class Counsel." The attorneys at Glancy Prongay & Murray LLP are experienced in handling complex cases such as this one. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel have not received any payment for their services in pursuing claims against the City on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Before the Settlement Hearing, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Class Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$600,000, and Service Awards for each of the Class Representatives in an amount not to exceed \$25,000 per Class Representative to compensate them for the time and effort they expended pursuing the Action on behalf of the Settlement Class. The Court will determine the amount of any award of attorneys' fees, reimbursement of Litigation Expenses, and Service Awards. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. The City has reserved the right, but is not obligated, to oppose any request for attorneys' fees in excess of 20% of the Settlement Fund, Litigation Expenses in excess of \$300,000, and Service Awards in excess of \$10,000 for each Plaintiff.

⁶ "Released Defendant's Claims" means all claims and causes of action of every nature and description, whether known claims or unknown claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant. Released Defendant's Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any Person that submits a request for exclusion from the Settlement Class that is accepted by the Court. Moreover, for the avoidance of doubt, Released Defendant's Claims do not include any claims by Defendant or Defendant's Releasees that arise out of or relate in any way to: (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City services, charges, or fees; in other words, Released Defendant's Claims relate solely to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant.

⁷ "Plaintiffs' Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue, or continue to sue, the City or the other Defendant's Releasees about the legal claims in this case, and you do not want to receive a cash payment from this Settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the Settlement.

16. How do I get out of the Settlement?

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to *Hoffman v. City of Los Angeles*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be **received** no later than November 29, 2023. You will not be able to exclude yourself from the Settlement Class after that date. Each request for exclusion must (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) clearly express your desire to be excluded from the Settlement Class, to not participate in the Settlement, and to not receive any Settlement benefits; (c) include your LADWP account number; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless: (a) it provides all the information called for in this paragraph; (b) is received within the time stated above or is otherwise accepted by the Court; and (c) the person or entity requesting exclusion is the Account Holder or their authorized representative.

17. If I exclude myself, can I still get a cash payment from this Settlement or object?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get a cash payment if you stay in the Settlement. You can only object if you stay in the Settlement.

18. If I do not exclude myself, can I sue the City for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue the City and the other Defendant's Releasees for the claims that this Settlement resolves. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendant's Releasees.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or any part of it.

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it, including Plaintiffs' Counsel's motion for (a) an award of attorneys' fees; (b) reimbursement of Litigation Expenses; and (c) Service Awards for Plaintiffs ("Fee and Expense Application"). You can give reasons why you think the Court should not approve the Settlement or the Fee and Expense Application. The Court will consider your views. Your objection must be in writing and include: (a) a signature by the Settlement Class Member (and their or its attorney, if individually represented); (b) a caption or title that identifies it as "Objection to Class Action Settlement in *Hoffman v. City of Los Angeles*, Case No. BC672326"; (c) information sufficient to identify and contact the objecting Settlement Class Member (and their or its individually hired attorney, if any); (d) a clear and concise statement of the reasons and/or legal grounds for the Settlement Class Member's objection; (e) the Settlement Class Member's LADWP account number; (f) a list of the number of times in which the objector and/or their or its counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector and/or their or its counsel has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (g) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; (h) a list of all persons who will be called to testify at the Settlement Hearing in support of the objection; and (i) a statement confirming whether the objector intends to personally appear and/or testify at the Settlement Hearing. The objection must be mailed to *Hoffman v. City of Los Angeles*, OBJECTIONS, c/o A.B.

Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, such that it is *received* no later than November 29, 2023. If you hire an attorney to represent you for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel and file it with the Court by no later than November 29, 2023.

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Settlement Hearing about your objection.

21. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain a Settlement Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to do so to receive a payment from the Settlement.

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

The Settlement Hearing will be held on December 20, 2023, at 10:30 a.m., before the Honorable Stuart M. Rice at the Los Angeles Superior Court, Courtroom 1, 312 N. Spring Street, Los Angeles, California 90012. The Court reserves the right to approve the Settlement, Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, the Class Representatives' request for Service Awards, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. The Court also reserves the right to hold the Settlement Hearing telephonically or via videoconference. If you intend to attend the Settlement Hearing, you should confirm the date, time, and location on the settlement website www.LASewerChargeSettlement.com, or with Class Counsel, given potential changes as a result of the COVID-19 pandemic.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Rice may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as your written objection is *received* on time, the Court will consider it. You may also have your own lawyer attend at your own expense.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are Settlement Class Member and you do nothing, you will be eligible to receive a payment and will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the City and the other Defendant's Releasees about the legal issues resolved by this Settlement. In addition, if you are a Former Settlement Class Member and do not file a Claim Form, you will not be eligible to receive a cash payment.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Stipulation. The Stipulation, Claim Form, and other important documents related to the Action are available at www.LASewerChargeSettlement.com. Additional information is also available by calling the Claims Administrator at 1-877-390-3368 or by writing to *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI 53217. Publicly filed documents can be obtained or reviewed by visiting the Office of the Clerk, Los Angeles Superior Court, 312 N. Spring Street, Los Angeles, California 90012, during regular business hours. Additionally, you may contact Class Counsel:

Jonathan Rotter, Esq.

Natalie Pang, Esq.

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(888) 773-9224

settlements@glancylaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANT, OR ITS COUNSEL REGARDING THIS NOTICE.

Dated: June 12, 2023

By Order of the Superior Court of the State
of California, County of Los Angeles, Central
District