

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LINDA PARKER PENNINGTON, *et al.*, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

TETRA TECH, INC.; TETRA TECH EC, INC.; LENNAR CORPORATION; HPS1 BLOCK 50 LLC; HPS1 BLOCK 51 LLC; HPS1 BLOCK 53 LLC; HPS1 BLOCK 54 LLC; HPS1 Block 56/57 LLC; HPS DEVELOPMENT CO.; FIVE POINT HOLDINGS, LLC; BILL DOUGHERTY; ANDREW BOLT; EMILE HADDAD; and DOES 1-100,

Defendants.

Case No. 3:18-CV-05330-JD

SETTLEMENT AGREEMENT

Hon. James Donato, Presiding

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this 4th day of August, 2020, between (a) on behalf of the class, named Plaintiffs Linda Parker Pennington and Greg Pennington; Theodore Ellington and Victoria Trusty; Michael Lin; Brian Tracey; Salustiano Ribeiro; Christine Farrell, Richard De Francesco and David Castano; Sally Shi; Bingying Wang; Gulnur Tumbat; Paloma Dudum-Maya and Melissa Dudum-Maya; Christophe Crombez; Oleksandr Yegorov; John Wesley Darden, Jr.; Jason L. Fried; Thomas Lupton; Elisa-Maria Torres; Fuching Chi; Imin Lee and Shili Lee; Karla Bravo; Jonah Hershowitz; Andrew Kaplan; Jin Yun and Francis John Russo; Ramiro Castro and Irma Frias-Castro, individually and as trustees of The Castro Family Trust; Jinpeng Zhu, Chenlu Zhu, Liang Xu, and Weili Cao; Sean La Rrett and Jewel Robinson; Duan Stefanie Yang, individually and as trustee of the Duan Stefanie Yang Revocable Trust; Theresa Duncan; Anirvan Raja Datta; Jengjia Chen; Jorge Hidrobo and Lien Chi; Cory Groom and Cicely Tan; Riley Smith and Heather Watkins; Honoria Baxter; Jedidiah Burack and Untray Brown; Eric S. Vanderpool and Joseph Fraga; Shannon R. Hetrick; Matthew Vo and Manda Choi; Anil Vittal and Janjri Desai; Meng Huang and Siyun Wang; Wilfred Yun and Kwok Yee Karina Yip; Brian Yee; Brett Hanlon and Anthony Booth; Casey Woo and Lara Woo; David Yu; Jerrold Polansky; Christopher M. H. Davidson; Brian Truong; Wontaek Na and So Yeon; John D. Choi; Nicholas Hayman; Cara Uribe and Johnatan Uribe; Conor Mulherin and Malia Mulherin; David Springer and Anna Aldrete Springer, individually and as trustees of the Aldrete Springer Family Living Trust; David Shin and Serena Shin (née Quan), individually and as trustees of the Shin Family Trust; David Tsai a/k/a Yun-Chung Tsai; Desmond Chan; Duy Minh Nguyen and Vendy Kong; Faiz Sadeq and Afsheen Ahmad, individually and as trustees of the S&A Living Trust; Francis Zamora and Christine Omata; Gabriel Gagner; Gregory Coussa and Jaclynn Coussa (née Balas); Heda Koh and Steve Kim; Howard Yung and Catherine Chu; Jun Ja Ha and Hye Sook Um; Kenneth Kim and Juyoung Kim; Mathieu Stemmelen and Monica Padilla-Stemmelen; Michael Spencer and Sallie Spencer; Rahim Ibrahim and Judy Jen; Naval Shah; Paul Yue and Janet Yue, individually and as trustees of the Yue Family Trust; Ram Fenster and Mary Jane McGeoy; Richard Beach and Joan Beach; Taisen Lin and Sheng Tuan Lin; Thomas Kripinski and Mary

Ann Kripinski; Timothy Glanville; Xiaolu Li; Salila Agbayani and Edgar Agbayani; Lama Nachman and Ramez Nachman; Alexander Deschamps and Jessie Deschamps, and (b) Defendants Lennar Corporation, HPS Development Co., L.P., HPSI Block 50 LLC, HPSI Block 51 LLC, HPSI Block 53 LLC, HPSI Block 54 LLC, HPSI Block 56/57 LLC, Five Point Holdings LLC, and Emile Haddad, by and through their respective counsel.

I. DEFINITIONS

As used in this Settlement Agreement, the following terms have the following meanings:

1. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Parcel A Action and the Settlement.

2. “Class Counsel” means Joseph W. Cotchett, Anne Marie Murphy, and Donald J. Magilligan of Cotchett, Pitre & McCarthy, LLP; Bradley R. Bowles and Jonathan W. Lee of Bowles & Verna LLP; Eric H. Gibbs, Andre M. Mura, Aaron Blumenthal of the Gibbs Law Group LLP.

3. “Class Notice” shall mean the notice provided to the Settlement Class as directed by the Court.

4. “Complaints” shall mean, collectively, the initial, First Amended, and Second Amended Complaints filed by Named Plaintiffs on July 24, 2018, November 18, 2019, and February 28, 2020, respectively (N.D. Cal. Case No. 3:18-cv-05330-JD, Dkt. Nos. 1-1, 64, 93).

5. “Court” means the United States District Court for the Northern District of California and the Judge assigned to the Parcel A Action (the Honorable James Donato).

6. “Defense Counsel” means the law firms of O’Melveny & Myers, LLP, Alston & Bird, LLP, Shannon P. Jones Law Group, Inc., and Jones Day, LLP.

7. “Effective Date of Settlement” means the first date after: (1) the Court enters the Final Order and Final Judgment; and (2) all appellate rights with respect to said Final Order and Final Judgment have expired or been exhausted in such a manner as to affirm the Final Order and Final Judgment.

8. “Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Order and Final Judgment and dismissing the Parcel A Action with prejudice as to the Lennar and Five Point Defendants; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) determining whether, under California Code of Civil Procedure § 877 and 877.6, the settlement between the Settling Parties is in good faith; (d) ruling upon an application by Class Counsel for Attorneys’ Fees and Expenses; and (e) entering any final order awarding Attorneys’ Fees and Expenses. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

9. “Final Order and Final Judgment” means the Court’s order and judgment fully and finally approving the Settlement Agreement and dismissing the Parcel A Action with prejudice as to the Lennar and Five Point Defendants.

10. “Lennar and Five Point Defendants” shall mean and include Lennar Corporation, HPS Development Co., L.P., HPS1 Block 50 LLC, HPS1 Block 51 LLC, HPS1 Block 53 LLC, HPS1 Block 54 LLC, HPS1 Block 55/56 LLC, Five Point Holdings LLC, and Emile Haddad, collectively.

11. “Named Plaintiffs” shall mean Linda Parker Pennington and Greg Pennington; Theodore Ellington and Victoria Trusty; Michael Lin; Brian Tracey; Salustiano Ribeiro; Christine Farrell, Richard De Francesco and David Castano; Sally Shi; Bingying Wang; Gulnur Tumbat; Paloma Dudum-Maya and Melissa Dudum-Maya; Christophe Crombez; Oleksandr Yegorov; John Wesley Darden, Jr.; Jason L. Fried; Thomas Lupton; Elisa-Maria Torres; Fuching Chi; Imin Lee and Shili Lee; Karla Bravo; Jonah Hershowitz; Andrew Kaplan; Jin Yun and Francis John Russo; Ramiro Castro and Irma Frias-Castro, individually and as trustees of The Castro Family Trust; Jinpeng Zhu, Chenlu Zhu. Liang Xu, and Weili Cao; Sean La Rrett and Jewel Robinson; Duan Stefanie Yang, individually and as trustee of the Duan Stefanie Yang Revocable Trust; Theresa Duncan; Anirvan Raja Datta; Jengjia Chen; Jorge Hidrobo and Lien Chi; Cory Groom and Cicely Tan; Riley Smith and Heather Watkins; Honoria Baxter; Jedidiah Burack and Untray Brown; Eric S. Vanderpool and Joseph Fraga; Shannon R. Hetrick; Matthew Vo and Manda

Choi; Anil Vittal and Janjri Desai; Meng Huang and Siyun Wang; Wilfred Yun and Kwok Yee Karina Yip; Brian Yee; Brett Hanlon and Anthony Booth; Casey Woo and Lara Woo; David Yu; Jerrold Polansky; Christopher M. H. Davidson; Brian Truong; Wontaek Na and So Yeon; John D. Choi; Nicholas Hayman; Cara Uribe and Johnatan Uribe; Conor Mulherin and Malia Mulherin; David Springer and Anna Aldrete Springer, individually and as trustees of the Aldrete Springer Family Living Trust; David Shin and Serena Shin (née Quan), individually and as trustees of the Shin Family Trust; David Tsai a/k/a Yun-Chung Tsai; Desmond Chan; Duy Minh Nguyen and Vendy Kong; Faiz Sadeq and Afsheen Ahmad, individually and as trustees of the S&A Living Trust; Francis Zamora and Christine Omata; Gabriel Gagner; Gregory Coussa and Jaclynn Coussa (née Balas); Heda Koh and Steve Kim; Howard Yung and Catherine Chu; Jun Ja Ha and Hye Sook Um; Kenneth Kim and Juyoung Kim; Mathieu Stemmelen and Monica Padilla-Stemmelen; Michael Spencer and Sallie Spencer; Rahim Ibrahim and Judy Jen; Naval Shah; Paul Yue and Janet Yue, individually and as trustees of the Yue Family Trust; Ram Fenster and Mary Jane McGeoy; Richard Beach and Joan Beach; Taisen Lin and Sheng Tuan Lin; Thomas Kripinski and Mary Ann Kripinski; Timothy Glanville; Xiaolu Li; Salila Agbayani and Edgar Agbayani; Lama Nachman and Ramez Nachman; and Alexander Deschamps and Jessie Deschamps.

12. “Notice Date” shall mean the first date upon which the Class Notice is disseminated. The Notice Date shall be no later than thirty (30) days after the entry of the Preliminary Approval Order.

13. “Parcel A” shall mean those areas of land defined in **Exhibit A**.

14. “Parcel A Action” shall mean *Pennington et al. v. Tetra Tech, Inc., et al.*, Case No. 3:18-cv-05330-JD (N.D. Cal.).

15. “Preliminary Approval Order” shall mean the order preliminarily approving the Settlement and proposed Class Notice and notice plan.

16. “Qualified Settlement Fund” shall have the meaning established by Treasury Regulation § 1.468B-1.

1 17. “Release” shall mean the release and waiver set forth in Section V.H of this
2 Settlement Agreement and in the Final Order and Final Judgment.

3 18. “Released Claims” shall mean those claims released pursuant to Sections V.A-H
4 of this Settlement Agreement.

5 19. “Released Parties” shall include and mean:

6 (i) The Lennar and Five Point Defendants, and each of their subsidiaries and affiliates
7 and all of their respective officers, directors, owners, representatives, partners, members,
8 managers, agents, heirs, guardians, executors, administrators, trustees, beneficiaries, successors,
9 consultants, employees, assigns, and insurers; and

10 (ii) All of the Lennar and Five Point Defendants’ past, present, and future subsidiaries
11 and affiliates and all of their respective officers, directors, owners, representatives, partners,
12 members, managers, agents, successors, consultants, employees, assigns, heirs, guardians,
13 executors, administrators, trustees, beneficiaries, and insurers.

14 Notwithstanding the aforementioned definition of “Released Parties,” “Released Parties”
15 does not include Tetra Tech, Inc., or any of Tetra Tech, Inc.’s subsidiaries or affiliates or any of
16 their respective officers, directors, owners, representatives, partners, members, managers, agents,
17 heirs, guardians, executors, administrators, trustees, beneficiaries, successors, consultants,
18 employees, assigns, and insurers, including but not limited to, Tetra Tech EC, Inc.

19 20. “Releasing Parties” means Named Plaintiffs and all Settlement Class members.

20 21. “Settlement Agreement” means this Settlement Agreement and its Exhibits,
21 including all subsequent amendments agreed to in writing by the Parties and any exhibits to such
22 amendments.

23 22. “Settlement Administration Expenses” means any and all sums charged, invoiced,
24 or incurred by the Settlement Administrator with respect to this Settlement Agreement, excluding
25 the costs and expenses that are associated with disseminating the Class Notice for this Settlement
26 Agreement.

1 23. “Settlement Administrator” means the qualified third-party administrator and
2 agent agreed to by the Parties and approved and appointed by the Court in the Preliminary
3 Approval Order to administer the Settlement, including providing the Class Notice.

4 24. “Settlement Class” means, collectively, all individuals or entities who purchased
5 or obtained title to one or more units at Parcel A between 2014 and the date on which this
6 Settlement Agreement is executed by all Parties. Excluded from this class are Defendants, their
7 affiliates and subsidiaries, and their officers, directors, partners, employees, and agents; class
8 counsel, employees of class counsel’s firms, and class counsel’s immediate family members;
9 defense counsel, their employees, and their immediate family members; and any judicial officer
10 who considers or renders a decision or ruling in this case, their staff, and their immediate family
11 members.

12 25. “Settlement Class Member(s)” means any member of the Settlement Class who
13 does not elect exclusion or opt out from the Settlement Class pursuant to terms and conditions for
14 exclusion set out in Section V.D.2 of this Settlement Agreement and the Class Notice.
15 “Settlement Class Member(s)” does not include persons (a) whose Class Notice, even after
16 resubmission by the Settlement Administrator, are returned as undeliverable, and (b) who do not
17 cash the check for their Settlement Share pursuant to the terms and conditions of this Settlement
18 Agreement.

19 26. “Settlement Fund” means Six Million, Three Hundred Thousand Dollars and No
20 Cents (\$6,300,000.00) that will be paid by or on behalf of the Released Parties, pursuant to the
21 terms and conditions of this Settlement Agreement, in consideration for the release of all claims
22 as provided in this Settlement Agreement.

23 27. “Settlement Fund Balance” means the remainder of the Settlement Fund after the
24 attorney’s fees and expenses are deducted.

25 28. “Settlement Share” means the amount of each Settlement Class Member’s share of
26 the Settlement Fund Balance.

27 29. “Settling Parties” means the Named Plaintiffs, on behalf of themselves and the
28 Settlement Class, and the Lennar and Five Point Defendants.

1 **II. RECITALS**

2 WHEREAS, Named Plaintiffs Linda Parker Pennington and Greg Pennington filed in the
3 Superior Court of California in and for the County of San Francisco a complaint against Tetra
4 Tech, Inc., Tetra Tech EC, Inc., Bill Dougherty, and the Lennar and Five Point Defendants on
5 July 24, 2018, asserting claims based on alleged permanent and private nuisance, unfair and
6 unlawful competition, fraud and false advertising, negligence, and negligent misrepresentation
7 (*Pennington v. Tetra Tech Inc., et al.*, No. CGC-18-568352) (“*Pennington*”);

8 WHEREAS, Named Plaintiffs’ Complaint alleged that the Lennar and Five Point
9 Defendants failed to disclose material facts regarding the full nature and extent of environmental
10 contamination at Parcel A and the surrounding HPNS parcels, and misled consumers as to the
11 true nature of the value and safety of properties they purchased at Parcel A, a portion of the
12 former Hunters Point Naval Shipyard (“HPNS”);

13 WHEREAS, on August 29, 2018, Tetra Tech EC, Inc. filed a notice of removal in the
14 United States District Court for the Northern District of California (ECF No. 1);

15 WHEREAS, Named Plaintiffs filed a number of related actions in the Superior Court of
16 California in and for the County of San Francisco and in the United States District Court for the
17 Northern District of California, listed in **Exhibit B** hereto, that made substantially the same
18 allegations as *Pennington* (the “Related Actions”);

19 WHEREAS Tetra Tech also removed to the United States District Court for the Northern
20 District of California those Related Actions filed in the Superior Court of California in and for the
21 County of San Francisco;

22 WHEREAS *Pennington* and the Related Actions were assigned to United States District
23 Judge James Donato (the “Court”), who denied remand of *Pennington* and the Related Actions;

24 WHEREAS, on November 18, 2019, certain of the Named Plaintiffs filed an amended
25 complaint (*Pennington et al. v. Tetra Tech Inc., et al.*, First Amended Complaint (ECF No. 64),
26 the “FAC”) naming all Plaintiffs in the Related Actions filed to date and adding class action
27 allegations seeking to certify a class of all owners of property at Parcel A, whereupon the Court
28

1 administratively closed the Related Actions and *Pennington* and the Related Actions were
2 consolidated under the FAC (the “Parcel A Action”);

3 WHEREAS, Class Counsel, led by Cotchett, Pitre & McCarthy, LLP, conducted a
4 thorough investigation and evaluation of the facts and law related to the claims asserted to
5 determine how best to serve the interests of the Named Plaintiffs and the Settlement Class,
6 including through numerous open records requests to state and federal agencies involved in the
7 remediation at HPNS; through review of tens of thousands of records released in connection with
8 those requests; and through consultation with economic experts on the effect of the alleged
9 material misrepresentations and omissions on the value of Named Plaintiffs’ homes;

10 WHEREAS, on February 28, 2020, certain of the Named Plaintiffs filed a Second
11 Amended Class Action Complaint (ECF No. 93), adding additional Named Plaintiffs and HPS1
12 Block 56/57 LLC of the Lennar and Five Point Defendants;

13 WHEREAS, the Named Plaintiffs who are plaintiffs in the *Pennington* Action and the
14 Lennar and Five Point Defendants desire, through this Settlement Agreement and proposed class
15 action settlement to resolve the claims against the Lennar and Five Point Defendants in the
16 *Pennington* Action.

17 WHEREAS, from August 2019 through February 19, 2020, Cotchett, Pitre & McCarthy
18 LLP conducted arm’s-length negotiations concerning a proposed class-wide settlement under the
19 supervision of mediators Hon. Daniel H. Weinstein (ret.) and Lizbeth Hasse, Esq., Gibbs Law
20 Group and Bowles & Verna joined these discussions in 2020, and on February 19, 2020 reached
21 an agreement in principle to settle the Parcel A Action subject to approval of the Court;

22 WHEREAS, Named Plaintiffs and their counsel recognize and acknowledge the expense
23 and length of continued proceedings necessary to prosecute the claims against the Lennar and
24 FivePoint Defendants through trial, appeal, and ancillary actions. Named Plaintiffs, and their
25 counsel, have also taken into account the uncertain outcome and risk of any litigation, as well as
26 the difficulties and delay inherent in such litigation, and have concluded that the settlement set
27 forth in this Settlement Agreement confers substantial benefits upon the Class Members. Named
28 Plaintiffs, and their counsel, are also mindful of the inherent challenges of proof and that the

1 Lennar and Five Point Defendants may have compelling defenses to the alleged claims. Based
 2 upon their evaluation, they have determined that the settlement set forth in this Settlement
 3 Agreement provides a just, fair, and favorable recovery for the Settlement Class, and is in the best
 4 interest of the Settlement Class;

5 WHEREAS, the Lennar and Five Point Defendants have denied and continue to dispute
 6 all of the claims and contentions alleged in the Complaints in the Parcel A Action, and deny any
 7 and all allegations of wrongdoing, fault, liability or damage of any kind to Named Plaintiffs and
 8 the putative class. The Lennar and Five Point Defendants further deny that Named Plaintiffs'
 9 claims in the Parcel A Action are suitable for class action treatment outside of a class settlement
 10 context. The Lennar and Five Point Defendants desire to settle the Parcel A Action upon the
 11 terms and conditions set forth in this Settlement Agreement solely to eliminate the uncertainties,
 12 burden, expense, and delay of further protracted litigation, arbitration, or other legal proceedings;

13 NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and among the
 14 Settling Parties, subject to the approval of the Court, that the Parcel A Action and the Released
 15 Claims shall be fully and finally compromised, settled, and released, and that the claims against
 16 the Released Parties shall be dismissed with prejudice subject to and upon the terms and
 17 conditions described below.

18 **III. SETTLEMENT CONSIDERATION**

19 In consideration of the Release provided for in Section V.H and the dismissal of the Parcel
 20 A Action with prejudice, the Released Parties agree to provide the following consideration to the
 21 Settlement Class under the terms of this Settlement Agreement:

22 **A. Monetary Consideration**

23 In consideration for the Release contained in this Settlement Agreement, and without
 24 admitting liability for any of the alleged acts or omissions, and in the interest of minimizing the
 25 costs inherent in any litigation, the total sum of the Settlement Fund (i.e., Six Million, Three
 26 Hundred Thousand Dollars and No Cents (\$6,300,000.00)) will be paid by or on behalf of the
 27 Released Parties. Except as is required for funding the Settlement Administration Expenses
 28

1 pursuant to section V.C. below, the Parties agree that the Settlement Fund is the full extent of the
2 Released Parties' payment obligation under this Settlement Agreement.

3 The Released Parties' obligation to pay the Settlement Fund shall be subject to a
4 Preliminary Approval Order, the Final Order and Final Judgment, and the Effective Date of
5 Settlement. No later than fourteen (14) days after the Effective Date of Settlement, an amount
6 equal to the Settlement Fund will be paid by or on behalf of the Released Parties into an escrow
7 bank account (the "Escrow Account"), to be created and administered by the Settlement
8 Administrator pursuant to the terms of this Settlement Agreement. The Escrow Account shall be
9 held in a Qualified Settlement Fund in interest bearing bank account deposits with commercial
10 banks with excess capital exceeding One Hundred Million Dollars (\$100,000,000.00), with a
11 rating of "A" or higher by S&P and insured by the FDIC. All funds in the Escrow Account shall
12 be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the
13 Court until such time as the funds shall be distributed or returned to the persons paying the same
14 pursuant to this Settlement Agreement and/or further order of the Court. Interest earned on money
15 in the Escrow Account, less any taxes owed thereon (if any), will be added to the Settlement Fund
16 for the benefit of the Class, unless the terms of the Settlement Agreement are not completely
17 fulfilled, in which case all funds in the Escrow Account, including interest, shall be returned to
18 the Released Parties' payor.

19 **B. Distribution of the Settlement Fund**

20 Subject to the terms and conditions of this Settlement Agreement, the Settlement Fund
21 shall be used for the payment of: (a) the Settlement Share to Class Members; (b) the Settlement
22 Administration Expenses if they exceed \$50,000; (c) the attorneys' fees and expenses to Class
23 Counsel approved by the Court; and (d) *cy pres* if there are residual amounts.

24 Any checks that remain uncashed more than 180 days after mailing shall be void and any
25 remaining amounts shall be redistributed to the Settlement Class Members or subject to *cy pres*
26 distribution as described in this section. In the event that funds remain due to uncashed checks,
27 and the Class Administrator determines that the cost of further *pro rata* distributions will waste
28 more than half of the remaining funds, then the relevant sums shall be distributed by the Claims

1 Administrator to one or more qualified 501(c)(3) charities jointly chosen by Defendants and
 2 Settlement Class Counsel and approved by the Court in accordance with 9th Circuit standards.
 3 The Parties agree that, subject to Court approval, the following 501(c)(3) charities should receive
 4 *cy pres* funds, if such funds are available: Shipyard Trust for the Arts.

5 Any individual who does not receive a Class Notice, or does not timely receive a Class
 6 Notice but who claims that he or she should be a Class Member, must present evidence and
 7 information demonstrating that he or she should be included in the settlement. Such information
 8 shall be submitted under penalty of perjury and shall include the claimant's full name, address,
 9 and email and telephone number, the common address of the unit the claimant owns/owned on
 10 Parcel A, the date of purchase, the date of subsequent sale (if any), and the name that is/was on
 11 the deed for the unit the claimant owns/owned on Parcel A. If the Parties agree that the evidence
 12 and information is credible, and/or if the Court authorizes the individual's participation in the
 13 settlement, then that individual shall be permitted to participate in the settlement. As necessary,
 14 the Claims Administrator may use funds that would otherwise be available for *cy pres* to make
 15 payments to such individuals. However, no such claims shall be considered more than 180 days
 16 after payments are initially mailed.

17 **IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

18 Solely for the purposes of the settlement of this Action, the Parties agree to the
 19 certification of the Settlement Class. Plaintiffs shall make this request for certification to the U.S.
 20 District Court for the Northern District of California, currently assigned to the Honorable James
 21 Donato; and Class Counsel shall request the Court to enter an order, which, among other things,
 22 certifies the Settlement Class for settlement purposes, as set forth in this paragraph. The Released
 23 Parties preserve all arguments that they may have that certification of a class (other than on a
 24 settlement basis) would not be possible because individual issues would predominate, and
 25 because the purchase and sale agreements and covenants, conditions and restrictions associated
 26 with the purchase of homes on Parcel A, a portion of HPNS, otherwise require individual
 27 arbitrations and prohibit bringing the Parcel A Action as a class action.
 28

In the event this Settlement Agreement and the settlement provided for herein is not finally approved, or is terminated, canceled, or fails to become effective for any reason whatsoever, this class certification, to which the parties have stipulated solely for the purpose of the settlement of the Parcel A Action, shall be null and void and the Parties will revert to their respective positions immediately prior to the execution of this Settlement Agreement. Under no circumstances may this Settlement Agreement be used as an admission or as evidence concerning the appropriateness of class certification in these or any other actions against the Released Parties.

V. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order which shall include, among other things:

1. Preliminary approval of the settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
2. Approval of the Class Notice for distribution to the Settlement Class;
3. A direction to the Settlement Administrator to disseminate the Class Notice in the form approved by the Court to the Settlement Class;
4. A direction that each potential Settlement Class Member who wishes to be excluded from the Settlement Class must respond to the Class Notice in writing in accordance with the instructions set forth in the Class Notice and that their responses must be received by the date set forth in the Preliminary Approval Order;
5. A finding that the Class Notice constitutes the best practicable notice under the circumstances, including individual notice to everyone in the Settlement Class who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
6. A direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Parcel A Action with respect to the Lennar

1 and Five Point Defendants other than settlement approval proceedings shall be stayed and
2 all Settlement Class Members shall be enjoined from commencing or prosecuting any
3 action, suit, proceeding, claim, or cause of action in any court or before any tribunal to the
4 extent barred by the Released Claims;

5 7. A direction that any Settlement Class Member will be bound by the Final Order and Final
6 Judgment;

7 8. The scheduling of a final hearing to determine whether this Settlement Agreement should
8 be approved as fair, reasonable, and adequate and whether the proposed Final Order and
9 Final Judgment should be entered (the Fairness Hearing);

10 9. A direction that the Settlement Administrator shall tabulate communications from
11 prospective Settlement Class Members asking to be excluded from the Settlement Class
12 and shall report the names and addresses of such entities and natural persons to the Court
13 and to Class Counsel no less than seven days before the Fairness Hearing;

14 10. A direction that the Settling Parties shall file a motion for determination, pursuant to
15 California Code of Civil Procedure §877 and 877.6, whether the settlement between the
16 Settling Parties is made in good faith;

17 11. A direction that Class Counsel shall file an application for Attorney's Fees and Expenses
18 (which may be part of Plaintiff's Motion for Final Approval) at least fourteen days prior to
19 the date set forth in the Preliminary Approval Order as the deadline for the objections; that
20 Class Counsel shall file any supplemental brief in support of final approval of the
21 Settlement Agreement no later than seven days prior to the Fairness Hearing; and that the
22 Court shall determine at the Fairness Hearing in what amount Attorneys' Fees and
23 Expenses should be awarded to Class Counsel pursuant to the terms of the Settlement
24 Agreement;

25 12. A direction that any Settlement Class Member who wishes to object to the proposed
26 Settlement Agreement, the proposed Final Order and Judgment or the application by Class
27 Counsel for Attorney's Fees and Expenses must file and serve such objections no later
28 than the date set forth in the Preliminary Approval Order, which shall be approximately

one month before the Fairness Hearing, together with copies of all papers in support of his or her position as provided in Section V.D.1 of the Settlement Agreement. The Class Notice shall state that the Court will not consider the objections of any Settlement Class Member who has not properly served copies of his or her objections on a timely basis or complied with the requirements of Section V.D.1 of the Settlement Agreement.

B. Notice to Attorneys General

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, the Settlement Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and to the attorneys general of each state or territory in which a Settlement Class Member resides. The notice shall be prepared by the Lennar and Five Point Defendants and will include (1) a copy of the Complaints, (2) a copy of this Settlement Agreement and its exhibits, and (3) a reasonable estimate of the number of Settlement Class Members in each state/territory and their percentage representation in the Settlement Class. The Lennar and Five Point Defendants will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

C. Notice to Settlement Class Members

The Lennar and Five Point Defendants will direct the Settlement Administrator to send via first class mail the Class Notice to the Settlement Class's addresses currently on file with the Lennar and Five Point Defendants and, to the extent it is different or not on file with the Lennar and Five Point Defendants, to the Settlement Class's last known addresses. The Settlement Administrator will run a National Change of Address (NCOA) search upon receiving the class address list from the Settling Parties. The Settlement Administrator will provide additional notice to Class Members via electronic means, including but not limited to e-mail to Class Members for whom Defendant reasonably can identify an e-mail address, and the creation of a website. The Settling Parties agree to cooperate in good faith to make reasonable efforts to locate class members for whom notice is returned as undeliverable. The Settlement Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to

1 Class Counsel. The Lennar and Five Point Defendants agree to bear costs of notice to the
 2 Settlement Class/claims administration, not to exceed \$50,000. This \$50,000 shall be in addition
 3 to the Settlement Fund, but will be treated separately from the Settlement Fund. If the costs of
 4 notice/claims administration are less than \$50,000, the balance will be refunded to the Lennar and
 5 Five Point Defendants. If the costs of notice/claims administration are more than \$50,000, the
 6 amount in excess of \$50,000 shall be paid out of the Settlement Fund and will not be the
 7 responsibility of the Lennar and Five Point Defendants.

8 **D. Response to Notice**

9 **1. Objection to Settlement**

10 Any Settlement Class Member who intends to object to the fairness of the Settlement
 11 Agreement must, by the date specified in the Preliminary Approval Order and recited in the Class
 12 Notice, file any such objection with the Court.

13 Any objection to the Settlement Agreement must be individually and personally signed by
 14 the Settlement Class Member submitting it (if the Settlement Class Member is represented by
 15 counsel, the objection must also be signed by such counsel), and must include:

- 16 a. The objecting Settlement Class Member's full name, address, and email and
 17 telephone number;
- 18 b. A written statement describing with particularity all grounds for the objection,
 19 accompanied by any factual or legal support for the objection;
- 20 c. The common address of the unit the objector owns/owned in Parcel A and the
 21 date of purchase, and date of subsequent sale (if any), and whose name is/was
 22 on the deed;
- 23 d. Copies of any papers, briefs, or other documents upon which the objection is
 24 based;
- 25 e. The name, address, email address, and telephone number of any attorney(s)
 26 representing the objector; and
 27
 28

- f. A statement indicating whether the objector and/or his or her counsel intends to appear at the Fairness Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any Settlement Class Member who does not file a timely written objection to the Settlement Agreement and notice of his or her intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with the requirements of this section shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise.

2. Requests for Exclusion

Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion (“Request for Exclusion”) to the Settlement Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice. To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and:

- a. Include the Settlement Class Member’s full name, address, and email and telephone number;
- b. State the common address of the unit the objector owns/owned in Parcel A and the date of purchase, and date of subsequent sale (if any), and the name of the person who is/was on the deed;
- c. Explicitly state his or her desire to be excluded from the Settlement Class in *Pennington et al. v. Tetra Tech Inc., et al.*; and
- d. Be signed by the Settlement Class Member.

Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Settlement Class Member’s desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court.

1 The Settlement Administrator will receive purported Requests for Exclusion and will
 2 follow guidelines developed jointly by Class Counsel and the Lennar and Five Point Defendants'
 3 counsel for determining in the first instance whether they meet the requirements of a Request for
 4 Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion
 5 request, an objection, or a comment) as to which it is not readily apparent that the Settlement
 6 Class Member meant to exclude himself or herself from the Class will be evaluated jointly by
 7 Class Counsel and the Lennar and Five Point Defendants' counsel, who will make a good faith
 8 evaluation, if possible, of the Settlement Class Member's intentions. Any uncertainties remaining
 9 about whether a Settlement Class Member is requesting exclusion from the Settlement Class will
 10 ultimately be resolved by the Court.

11 The Settlement Administrator will maintain a list of all Requests for Exclusion. The
 12 Lennar and Five Point Defendants shall report the names and addresses of all such persons
 13 requesting exclusion to the Court and Class Counsel seven days prior to the Final Hearing, and
 14 the list of persons deemed by the Court to have excluded themselves from the Settlement Class
 15 will be attached as an exhibit to the Final Order and Judgment.

16 **E. Expenses of Persons Objecting to the Settlement**

17 Neither the Released Parties, nor the Settlement Class, shall be responsible for fees, costs,
 18 or expenses related to any Settlement Class Members who submit objections to the Settlement
 19 Agreement or related to any appeal by an objector arising from the Parcel A Action for attorneys'
 20 fees, costs, or expenses of any kind, unless ordered by a court.

21 **F. Fairness Hearing and Good-Faith Settlement Determination**

22 On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held
 23 during which the Court will hear argument and consider: (1) whether to approve the Settlement
 24 Agreement as fair, reasonable, and adequate; (2) whether to find, under California Code of Civil
 25 Procedure § 877 and 877.6, as applied in similar circumstances in federal court, that the
 26 settlement between the Settling Parties is in good faith; and (3) whether to approve Class
 27 Counsel's application for Attorney's Fees and Expenses. The Settling Parties will request that the
 28

1 Court hold the Fairness Hearing approximately one month after the deadline for submitting
2 objections and Requests for Exclusion.

3 **G. Final Order and Judgment in the Parcel A Action**

4 If this Settlement Agreement is finally approved by the Court, a Final Order and Final
5 Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered in the
6 Parcel A Action as follows:

- 7 1. Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to
8 the Settlement Class;
- 9 2. Declaring that the Settlement Agreement was made in good faith between the Settling
10 Parties, pursuant to California Code of Civil Procedure § 877 and 877.6;
- 11 3. Declaring the Settlement Agreement to be binding on the Releasing Parties and the
12 Released Parties;
- 13 4. Dismissing with prejudice the Parcel A Action as to the Released Parties only;
- 14 5. Indicating the amount of Attorneys' Fees and Expenses to be awarded to Class
15 Counsel and to be paid from the Settlement Fund; and
- 16 6. Providing that all Settlement Class Members be permanently enjoined from
17 commencing or prosecuting any action, suit, proceeding, claim, or cause of action
18 asserting the Released Claims in any court or before any tribunal.

19 **H. Release of Settlement Class Members' Claims**

20 Within fifteen (15) days of entry of the Final Order and Judgment, the Releasing Parties
21 and their representatives, agents, heirs, guardians, executors, administrators, trustees,
22 beneficiaries, successors, and assigns, as well as any other person or entity purporting to claim on
23 their behalf, shall dismiss with prejudice all claims and causes of action against the Released
24 Parties in the Parcel A Action. This Settlement Agreement does NOT release Tetra Tech, Inc. or
25 Tetra Tech EC, Inc. or any of its subsidiaries, successors, assigns, or current or former employees,
26 officers or directors.

27 Upon entry of the Final Order and Judgment, the Releasing Parties hereby release the
28 Released Parties from and against any and all claims, causes of action, omissions, representations,

1 obligations, demands, injuries, damages, losses, diminution in value, liabilities, costs, expenses,
2 and fees (including, without limitation, attorneys' fees, costs and expenses), known or unknown,
3 suspected or unsuspected, alleged or unalleged, asserted or unasserted, including without
4 limitation any and all representation or omission, property damage, diminution in property value,
5 and personal injury claims, arising out of or in any way relating to the transactions or matters
6 asserted or alleged, or which could have been asserted or alleged, accrued or unaccrued, in
7 connection with the Parcel A Action.

8 Each of the Releasing Parties hereby waives any and all rights and benefits arising out of
9 the facts alleged in the Parcel A Action by virtue of the provisions of California Civil Code
10 § 1542, or any other provision in the law of the United States, or any state or territory of the
11 United States, or principle of common law or equity that is similar, comparable or equivalent to
12 Civil Code § 1542, with respect to this release. The Releasing Parties are aware that Civil Code
13 § 1542 provides as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
15 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
16 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
17 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
18 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
19 **THE DEBTOR OR RELEASED PARTY.**

20 The Releasing Parties acknowledge that they may later discover facts in addition
21 to or different from those that they now know or believe to be true concerning the subject
22 matter of the Released Claims, but nevertheless fully, finally, and forever settle and
23 release any and all Released Claims, known or unknown, suspected or unsuspected,
24 contingent or non-contingent, which now exist, may later exist, or heretofore have existed
25 regarding the subject matter of the Released Claims, without regard to subsequent
26 discovery or existence of such different or additional facts concerning each of the
27 Released Parties.
28

1 **VI. MISCELLANEOUS PROVISIONS**

2 **A. Governing Law**

3 The interpretation and construction of this Settlement Agreement shall be governed by the
4 laws of the State of California.

5 **B. Effect of Exhibits**

6 The exhibits to this Settlement Agreement are an integral part of the Settlement and are
7 expressly incorporated and made a part of this Settlement Agreement.

8 **C. No Admission**

9 This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any
10 provision contained in this Settlement Agreement, nor any action taken under it, shall constitute,
11 or be construed as, any admission of the validity of any claim or any fact alleged in the Parcel A
12 Action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the
13 Released Parties or any admission by the Released Parties of any claim, assertion or allegation
14 made in any action or proceeding against the Released Parties. This Settlement Agreement shall
15 not be offered or be admissible in evidence against the Released Parties or the Releasing Parties,
16 except in an action or proceeding brought to enforce its terms.

17 **D. Arbitration Rights**

18 If for any reason this Settlement Agreement fails to become final or effective, any
19 certification of the Settlement Class shall be void and the Parties and the Parcel A Action will
20 return to the status quo as it existed prior to seeking approval of the Settlement Agreement. No
21 doctrine of waiver, estoppel or preclusion, based on this Settlement Agreement, will be asserted
22 in opposition to any motion seeking to compel arbitration. No agreements, documents or
23 statements made by or entered into by any Party in connection with this Settlement Agreement
24 may be used by Named Plaintiffs, any Settlement Class Member, or any other person to establish
25 any defense to arbitration, whether in the Parcel A Action or in any other proceeding.

26 Any future or subsequent claims or causes of action brought by Settlement Class Members
27 concerning any “disclosure,” or “environmental issues,” including the question whether any such
28 subsequent claim or cause of action falls within the scope of the Release, against the Lennar or

1 Five Point Defendants, are subject to arbitration pursuant to the Covenants, Conditions, and
2 Restrictions governing the properties purchased at Parcel A. Should this Settlement Agreement
3 not become final, Plaintiffs reserve all arguments against enforcement of any arbitration
4 agreement, and preserve all rights, if any, to make such arguments to the Court.

5 **E. Limit on Exclusion Requests**

6 The Released Parties have the option to withdraw from the settlement set forth in this
7 Settlement Agreement if the number of Settlement Class Members that elect exclusion from the
8 Settlement Class exceeds the number agreed upon in a separate, confidential Supplemental
9 Agreement regarding Requests for Exclusion. In the event of withdrawal from this Settlement
10 Agreement pursuant to the terms of the Supplemental Agreement, this Settlement Agreement
11 shall be cancelled and terminated and any class certification herein shall become void and have
12 no further force and effect, and, except as provided in section V.D. above, this Settlement
13 Agreement may not be used as an admission or as evidence concerning the appropriateness of
14 class certification, as a defense to arbitration, or for any other reason, in these or any other actions
15 against the Released Parties.

16 **F. Good Faith Settlement Determination**

17 The Settling Parties agree that a determination by the Court, under California Code of
18 Civil Procedure § 877 and 877.6, that this settlement is made in good faith and therefore bars
19 future contribution claims is a material and essential term and condition of this Settlement
20 Agreement. If for any reason the Court refuses to make a determination that this Settlement
21 Agreement was made in good faith pursuant to California Code of Civil Procedure § 877 and
22 877.6, at the sole election of the Released Parties and upon written notice to Class Counsel from
23 the Released Parties given within fourteen (14) days of any such refusal by the Court, this
24 Settlement Agreement shall be rendered null and void and the Parcel A Action will return to the
25 status quo as they existed prior to seeking approval of the Settlement Agreement.
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1 **G. No Assignment of Claims**

2 The Releasing Parties hereby represent and warrant that they have not heretofore assigned,
3 transferred, pledged, sold, or otherwise encumbered or conveyed to any person or entity any
4 claim that is the subject of this Settlement Agreement or any part or portion thereof.

5 **H. Entire Agreement**

6 This Settlement Agreement represents the entire agreement and understanding among the
7 Settling Parties and supersedes all prior proposals, negotiations, agreements, and understandings
8 relating to the subject matter of this Settlement Agreement. The Settling Parties acknowledge,
9 stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement,
10 negotiation, or understanding concerning any part or all of the subject matter of this Settlement
11 Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.
12 No modification or waiver of any provisions of this Settlement Agreement shall in any event be
13 effective unless the same shall be in writing and signed by the person against whom enforcement
14 of the Settlement Agreement is sought.

15 **I. Counterparts**

16 This Settlement Agreement may be executed in one or more counterparts, each of which
17 shall be deemed an original as against any party who has signed it, and all of which shall be
18 deemed a single agreement.

19 **J. Arm's-Length Negotiations**

20 The Settling Parties have negotiated all of the terms and conditions of this Settlement
21 Agreement at arm's length and with the assistance of experienced, neutral mediators from JAMS.
22 All terms, conditions, and exhibits in their exact form are material and necessary to this
23 Settlement Agreement and have been relied upon by the Settling Parties in entering into this
24 Settlement Agreement. The Settling Parties have all participated in the drafting of this agreement
25 and it is not to be construed in favor of or against any of the Settling Parties.
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K. Dispute Resolution

Any dispute, challenge, question, or the like relating to this Settlement Agreement (other than those which this Settlement Agreement provides shall be resolved otherwise) shall be heard only by the Court.

L. Continuing Jurisdiction

The Court shall retain continuing and exclusive jurisdiction over the parties to this Settlement Agreement, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

M. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties, Settlement Class Members, and their representatives, heirs, successors, and assigns.

N. Nullification

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions only if the Released Parties and Class Counsel mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

O. Extensions of Time

The Settling Parties may agree in writing upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval for any extensions of Court dates).

P. Service or Notice

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to the Released Parties or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing.

For Plaintiffs:

Anne Marie Murphy
Cotchett, Pitre & McCarthy, LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010

For the Lennar and Five Point Defendants:

David Marroso
O'Melveny & Myers, LLP
1999 Avenue of the Stars, 8th Floor
Los Angeles, CA 90067

Jeffrey Dintzer
Alston & Bird, LLP
333 S. Hope Street, Suite 1600
Los Angeles, California 90071

Cotchett, Pitre & McCarthy, LLP shall promptly forward to Class Counsel and Plaintiff Counsel any service or written notice provided under this provision to Ms. Murphy. O'Melveny & Myers LLP and Alston & Bird, LLP shall promptly forward to Defense Counsel any service or written notice provided under this provision to Mr. Marroso and Mr. Dintzer.

Q. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

R. Fees and Costs

Except as otherwise provided in this agreement, each side shall bear its or their own fees and costs in connection with the Parcel A Action and this Settlement Agreement.

* * * * *

1 IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be
2 executed by their duly authorized representatives as of August 10, 2020.
3

4 **ON BEHALF OF THE LENNAR AND FIVE POINT DEFENDANTS**
5

6
7 _____
8 JOAN MAYER
9 LENNAR CORPORATION

10 _____
11 SANDY GOLDBERG
12 HPS1 BLOCK 50 LLC; HPS1 BLOCK 51 LLC;
13 HPS1 BLOCK 53 LLC; HPS1 BLOCK 54 LLC;
14 HPS1 Block 56/57 LLC; HPS DEVELOPMENT
15 CO., LP

16 _____
17 MICHAEL ALVARADO
18 FIVE POINT HOLDINGS, LLC

19 _____
20 EMILE HADDAD

21 **ON BEHALF OF PLAINTIFFS**
22

23 _____
24 LINDA PARKER PENNINGTON

25 _____
26 GREG PENNINGTON

27 _____
28 THEODORE ELLINGTON

VICTORIA TRUSTY

MICHAEL LIN

BRIAN TRACEY

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SALUSTIANO RIBEIRO

CHRISTINE FARRELL

RICHARD DE FRANCESCO

DAVID CASTANO

SALLY SHI

BINGYING WANG

GULNUR TUMBAT

PALOMA DUDUM-MAYA

MELISSA DUDUM-MAYA

CHRISTOPHE CROMBEZ

OLEKSANDR YEGOROV

JOHN WESLEY DARDEN, JR.

JASON L. FRIED

THOMAS LUPTON

ELISA-MARIA TORRES

FUCHING CHI

IMIN LEE

SHILI LEE

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KARLA BRAVO

JONAH HERSHOWITZ

ANDREW KAPLAN

JIN YUN

FRANCIS JOHN RUSSO

RAMIRO CASTRO, individually and as trustees of
The Castro Family Trust

IRMA FRIAS-CASTRO, individually and as trustees
of The Castro Family Trust

JINPENG ZHU

CHENLU ZHU

LIANG XU

WEILI CAO

SEAN LA RRETT

JEWEL ROBINSON

DUAN STEFANIE YANG, individually and as
trustee of the Duan Stefanie Yang Revocable
Trust

THERESA DUNCAN

ANIRVAN RAJA DATTA

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JENGJIA CHEN

JORGE HIDROBO

LIEN CHI

CORY GROOM

CICELY TAN

RILEY SMITH

HEATHER WATKINS

HONORIA BAXTER

JEDIDIAH BURACK

UNTRAY BROWN

ERIC S. VANDERPOOL

JOSEPH FRAGA

SHANNON R. HETRICK

MATTHEW VO

MANDA CHOI

ANIL VITTAL

JANJRI DESAI

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MENG HUANG

SIYUN WANG

WILFRED YUN

KWOK YEE KARINA YIP

BRIAN YEE

BRETT HANLON

ANTHONY BOOTH

CASEY WOO

LARA WOO

DAVID YU

JERROLD POLANSKY

CHRISTOPHER M. H. DAVIDSON

BRIAN TRUONG

WONTAEK NA

SO YEON

JOHN D. CHOI

NICHOLAS HAYMAN

CARA URIBE

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JOHNATAN URIBE

CONOR MULHERIN

MALIA MULHERIN

DAVID SPRINGER, individually and as trustees of
the Aldrete Springer Family Living Trust

ANNA ALDRETE SPRINGER, individually and as
trustees of the Aldrete Springer Family Living
Trust

DAVID SHIN, individually and as trustees of the
Shin Family Trust

SERENA SHIN (NÉE QUAN), individually and as
trustees of the Shin Family Trust

DAVID TSAI A/K/A YUN-CHUNG TSAI

DESMOND CHAN

DUY MINH NGUYEN

VENDY KONG

FAIZ SADEQ, individually and as trustees of the
S&A Living Trust

AFSHEEN AHMAD, individually and as trustees of
the S&A Living Trust

FRANCIS ZAMORA

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CHRISTINE OMATA

GABRIEL GAGNER

GREGORY COUSSA

JACLYNN COUSSA (NÉE BALAS)

HEDA KOH

STEVE KIM

HOWARD YUNG

CATHERINE CHU

JUN JA HA

HYE SOOK UM

KENNETH KIM

JUYOUNG KIM

MATHIEU STEMMELEN

MONICA PADILLA-STEMMELEN

MICHAEL SPENCER

SALLIE SPENCER

RAHIM IBRAHIM

JUDY JEN

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NAVAL SHAH

PAUL YUE, individually and as trustees of the
Yue Family Trust

JANET YUE, individually and as trustees of the
Yue Family Trust

RAM FENSTER

MARY JANE MCGEOY

RICHARD BEACH

JOAN BEACH

TAISEN LIN

SHENG TUAN LIN

THOMAS KRIPINSKI

MARY ANN KRIPINSKI

TIMOTHY GLANVILLE

XIAOLU LI

SALILA AGBAYANI

EDGAR AGBAYANI

LAMA NACHMAN

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RAMEZ NACHMAN

ALEXANDER DESCHAMPS

JESSIE DESCHAMPS