

**STATE COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

NICHON ROBERSON, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

ECI GROUP, INC., ECI MANAGEMENT,  
LLC, and DEKALB-LAKE RIDGE, LLC,

Defendants.

Civil Action File No.  
17-A-64506-4

CLASS ACTION  
JURY TRIAL

**Final Judgment And Order Granting Final Approval Of Class Settlement**

On September 29, 2020, this Court granted preliminary approval of the class settlement of this action. *See* Sept. 29, 2020 Order Granting Preliminary Approval. The terms of the settlement are set forth in the Comprehensive Settlement Agreement of August 3, 2020. *See* Comprehensive Settlement Agreement, attached as Ex. 2 to Aug. 3, 2020 Pl.'s Unopposed Mot. for Preliminary Approval of Class Settlement & Notice, at 1-8. Fair notice was provided by the Class Action Administrator, Kurtzman Carson Consultants, LLC (“KCC”) pursuant to this Court’s preliminary approval order, including notice to submit a claim for monetary relief, to opt out of this class action, or to object to this settlement. The deadline for any such actions was March 1, 2021.

This matter is now before this Court on an unopposed motion for final approval filed by Plaintiff and Class Representative Nichon Roberson on May 12, 2021.

Having considered all papers in this case and having held a final approval hearing on May 20, 2021, in which there was opportunity for any objections to be heard orally, this Court **GRANTS** final approval of the class settlement and enters **FINAL JUDGMENT** pursuant to the Comprehensive Settlement Agreement.

This Court also makes the following specific findings:

1. This Court has subject matter jurisdiction over this action and over all parties to this action, including but not limited to all class members.

2. The provision of notice by KCC to class members as specified in this Court's preliminary approval order satisfies Rule 23 of the Georgia Civil Practice Act and any due process requirements; this notice constitutes the best notice practicable under the circumstances; and sufficient notice of the Final Approval Hearing was provided as well.

3. No class members have filed any objections or opt outs, and thus the reaction of the Class to the settlement is one of no opposition at all.

4. Class members had the opportunity to be heard on all issues regarding the settlement, including the mutual release provision.

5. The parties and KCC are authorized to take the remaining steps authorized by the Comprehensive Settlement Agreement to execute and finalize the settlement.

6. The Court approves the Class certified in the preliminary approval order:

(a) Any person; (b) who had an agreement for the rental of real property with any of the Defendants, or any of their subsidiaries or affiliated entities or persons, including but not limited to DeKalb-Lake Ridge, LLC; (c) who had all or some of their security deposit not returned within one month of the termination of the lease due, at least in part, to alleged damage to the premises; (d) had all or some of their security deposit retained during the time period beginning on May 19, 1997 and continuing through June 30, 2018; and (e) did not receive a list of alleged damage to the premises within three business days of termination of the occupancy.

Sept. 29, 2020 Order Granting Preliminary Approval at 2.

7. Under the Effective Date set forth in the Comprehensive Settlement Agreement, Roberson and the Class members, including their heirs, trustees, executors, administrators, principals, beneficiaries, assigns, and successors will be bound by this Final Judgment and conclusively deemed to have fully released, acquitted, and forever discharged any and all known

or unknown claims, causes of action, or suits of whatever kind or nature arising from the acts alleged in the Action, whether at law, in equity, or under any statute or regulation, against the ECI Defendants and all of their past and present officers, directors, agents, attorneys, employees, stockholders, divisions, parent companies, holding companies, affiliated companies, and subsidiaries, and all of their successors, assigns, and legal representatives of any of the entities and/or persons listed in these paragraphs. The claims released in this paragraph do not include any claim for enforcement of the Comprehensive Settlement Agreement or the Final Judgment. Similarly, the claims released in this paragraph do not include claims against ECI unrelated to alleged damage to the apartment premises. *See* Comprehensive Settlement Agreement at 7-8.

8. Under the Effective Date set forth in the Comprehensive Settlement Agreement, the ECI Defendants, including their heirs, trustees, executors, administrators, principals, beneficiaries, assigns, and successors will be bound by this Final Judgment and conclusively deemed to have fully released, acquitted, and forever discharged any and all known or unknown claims, causes of action, or suits of whatever kind or nature arising from the acts alleged in the Action, whether at law, in equity, or under any statute or regulation, against Roberson and the Class members and all of their past and present officers, directors, agents, attorneys, employees, stockholders, divisions, parent companies, holding companies, affiliated companies, and subsidiaries, and all of their successors, assigns, and legal representatives of any of the entities and/or persons listed in these paragraphs. For additional clarity, this means that the counterclaims against Roberson in this action are released. The claims released in this paragraph do not include any claim for enforcement of the Comprehensive Settlement Agreement or the Final Judgment. Similarly, the claims released in this paragraph do not include claims against Class Members unrelated to alleged damage to apartment premises, such as outstanding rent, and therefore will

not impact ECI's ability to collect amounts for those claims. *Id.*

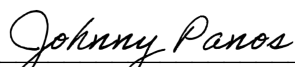
9. The motion for Class Counsel to be paid reasonable attorney fees and reimbursed expenses is granted in the amount requested—25% of the total amount made available to the Class, *i.e.*, \$600,000 out of the \$2,400,000 made available to the Class—and with payment to be made pursuant to the terms of the Comprehensive Settlement Agreement.

10. The motion for Nichon Roberson to be paid a class representative service award is granted in the amount requested—\$12,500—and with payment to be made pursuant to the terms of the Comprehensive Settlement Agreement.

11. With this Final Judgment, this action is dismissed with prejudice pursuant to the terms of the Comprehensive Settlement Agreement and with costs, fees, and expenses borne as set forth in the Comprehensive Settlement Agreement.

12. The Court reserves jurisdiction, without affecting the finality of this Final Judgment, over any implementation of the settlement, disposition of the settlement funds to Class members, attorneys, and class representative award.

The Court issues this order on May 21, 2021.

  
Johnny N. Panos, Judge  
State Court of DeKalb County