

CLASS SETTLEMENT AGREEMENT

This class settlement agreement ("Agreement") is made and entered into as of April 20, 2018 among (a) plaintiffs CANDI AUSMAN, and SHAWN HARRIS ("Plaintiffs"), each of them on their behalf and on behalf of a class (as defined below) ("Class"); and (b) defendants COUNTRYWOOD, LLC, COUNTRYWOOD APARTMENTS, and WOODMONT COMPANIES ("Defendants"). Each Plaintiff and Defendant is referred to individually as a "Party," and collectively Plaintiffs and Defendants are referred to as the "Parties" to this Agreement.

RECITALS

- A. On February 11, 2015, Plaintiffs filed a class action in the California Superior Court for the County of Alameda, captioned as *Candi Ausman, et al. v. Countrywood, LLC, et al.*, No. RGI5758204 ("Litigation").
- B. Plaintiffs alleged, *inter alia*, that Defendants raised and collected rents in violation of the City of Fremont's Residential Rent Increase Dispute Resolution Ordinance ("RRIDRO"). Defendants answered the complaint in the Litigation, denying all allegations. The Parties propounded and responded to extensive document and written discovery.
- C. Plaintiffs and Defendants have conducted an extensive investigation into the facts and law underlying Plaintiffs' claims in the Litigation.
- D. On July 13, 2016, the Court granted Plaintiffs' motion for class certification.
- E. Plaintiffs, individually and on behalf of the Class, desire to settle the Litigation and all matters within the scope of the Release set forth herein, having taken into account the risks, delay, and difficulties involved in obtaining class certification, establishing liability, the likelihood of recovery in excess of that offered by this Settlement Agreement, the prospect of appeal, the desirability of payment sooner rather than later, and the likelihood that the Litigation could be protracted and expensive.
- F. Based upon their investigation and consideration of the risks of continuing to prosecute the Litigation, the facts and law advocated by Defendants, Plaintiffs and Class Counsel believe that it is desirable and in the best interests of the Class to enter into this Agreement.
- G. Although Defendants deny any wrongdoing and any liability to Plaintiffs and the Class whatsoever, Defendants believe that it is desirable and in their best interests to settle the Litigation and all matters within the scope of the Release in the manner and upon the terms and conditions provided for in this Agreement, in order to avoid the further expense, inconvenience, and distraction of the Litigation, the prospect of appeal, and in order to put to rest the claims that have been asserted in the Litigation or are within the scope of the Release.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of

which is acknowledged herein, Plaintiffs, individually and as representatives of the Class, and Defendants, subject to approval by the Court, agree as follows.

I. DEFINITIONS

In addition to the terms defined above, the following terms are used in this Settlement Agreement:

1.01 "Agreement" or "Settlement Agreement" means this Class Settlement Agreement.

1.02 "Attorney Fee/Litigation Cost Award" means the award(s), if any, made to Class Counsel by the Court upon application pursuant to paragraph 2.12 below.

1.03 "Benefit Check" means the negotiable check in the amount of the Settlement Share to be sent to those Class Members who shall receive the Settlement Share.

1.04 "Class" means all persons identified as a tenant who lived at 4555 Thornton Avenue in Fremont, California and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which notice did not contain the relevant language required by the RRIDRO.

1.05 "Class Counsel" means The Law Offices of Andrew Wolff, P.C.

1.06 "Class Member" means a member of the Class, as defined in Paragraph 1.04. When more than one person was or is a tenant under a lease or paid rent toward a dwelling in the same tenancy, each such person shall be a Class Member, but those persons collectively shall be entitled to only one Settlement Share for that tenancy.

1.07 "Class Notice" means the mailed and emailed notice of this Settlement that is contemplated by this Agreement.

1.08 "Class Period" means the period from February 11, 2011 through October June 2018.

1.09 "Class Representative Award" means the amount awarded, if any, to each Representative Plaintiff by the Court upon application pursuant to paragraph 2.134 below.

1.10 "Court" means the Honorable Ioana Petrou of the Superior Court for the County of Alameda, or such other judge of the same court to whom the Litigation, or a proceeding in the Litigation, may be assigned.

1.11 "Defendants" means COUNTRYWOOD, LLC, COUNTRYWOOD APARTMENTS and WOODMONT COMPANIES.

1.12 "Counsel for the Defendants" means Servando Sandoval of Pahl & McCay.

1.13 "Final Approval" means the Court has issued all necessary orders approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement and the Court enters a Final Approval Order.

1.14 "Final Approval Date" means the date upon which Final Approval occurs.

1.15 "Final Approval Order" means a final order and judgment of the Court approving the Settlement on terms substantially consistent with the terms and intent of this Settlement Agreement, and dismissing the Litigation.

1.16 "Party" refers to any Plaintiff or Defendant, and "Parties" means Plaintiffs and Defendants, collectively.

1.17 "Preliminary Approval" means the order or orders of the Court preliminarily approving the terms and conditions of this Agreement, as contemplated by this Agreement.

1.18 "Release" means the Release set forth in Article IV of this Agreement.

1.19 "Representative Plaintiffs" means CANDI AUSMAN and SHAWN HARRIS, the named Plaintiffs in the Litigation.

1.20 "Settlement" means the resolution of the matters within the scope of this Settlement Agreement and the Release set forth in this Agreement, and the completion of all conditions for Final Approval and all requirements set forth in the Final Approval Order.

1.21 "Settlement Administration Costs" means any and all costs of administering the Settlement provided for in this Agreement to be paid exclusively from the Settlement Amount, including but not limited to the costs of mailing the Class Notice to the Class Members, verifying Class Members' eligibility for and amounts of Settlement Shares and providing the Benefit Checks to eligible Class Members who do not become Successful Opt-Outs.

1.22 Settlement Administrator means Class Counsel for purposes of this Agreement

1.23 "Settlement Amount" means the maximum of three hundred thousand dollars (\$300,000.00), which is the total aggregate dollar amount that Defendants will be obligated to pay if the Settlement Agreement gains Final Approval. This Settlement Amount includes all sums to be paid by Defendants under this Settlement Agreement, including all Settlement Shares to eligible Class Members who are not Successful Opt-Outs; the Class Representative Awards, if any; the Attorney Fee/Litigation Cost Award, if any; and all Settlement Administration Costs.

1.24 "Settlement Share" means the amount to be paid from the Settlement Amount for a given tenancy to eligible Class Members who do not become Successful Opt-Outs, in exchange for the Release, as described in Article IV below.

1.25 Other terms are defined in the text of this Agreement, and shall have the meaning given to those terms in the text. It is the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval

2.01 Should the Settlement not become final or Final Approval not occur for any reason, the Settlement and any communications relevant to the Settlement will be treated as a settlement communication under Evid. Code §1152.

2.02 Class Counsel shall file a motion with the Court to enter an order for Preliminary Approval, which order shall (a) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (b) set a date for a final approval hearing ("Final Court Approval Hearing"); (c) approve a Class Notice and approve the manner of its publication to the Class; (d) set deadlines consistent with this Agreement for publication of the Class Notice, the filing of objections, the filing of motions, and the filing of papers in connection with the Final Court Approval Hearing; and (e) appoint and approve Class Counsel as the Settlement Administrator. Defendants agree not to oppose the entry of the Preliminary Approval Order.

2.03 Settlement Administration Costs shall be paid for out of the Settlement Amount.

2.04 If necessary, Class Counsel shall obtain updates, if any, to the current addresses of Class Members using (a) information reasonably available from the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), (b) information reasonably available from a Lexis-Nexis persons search performed as to each Class Member, and (c) such additional efforts as Class Counsel reasonably believes are appropriate to identify updated addresses, if any, for each Class Member and/or as the Court may direct. Class Counsel shall promptly respond to any communication from any Class Member inquiring regarding his or her address or email information.

2.05 Class Counsel shall mail and/or email a Class Notice to each Class Member. Class Counsel shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administrative costs.

2.06 If any Class Notice sent under paragraph 2.05 is returned as undeliverable, Class Counsel shall re-mail the Class Notice immediately to the forwarding address, if any, provided by the Postal Service on the face of the returned mail, or the return email message. If the returned mail does not reflect a forwarding address Class Counsel shall make reasonable efforts to obtain additional address information for such Class Member. Upon receipt of any such additional information, Class Counsel shall re-mail the Class Notice to the Class Member at the address provided.

2.07 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement, no later than sixty (60) calendar days after the Class Notices are mailed to the Class Members, as set forth in Paragraph 2.05 above, Class Counsel shall file and serve a declaration identifying all individuals who qualify as an opt-out.

2.08 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement, if more than twenty (25) percent of the Class Members timely file written requests

for exclusion from the Class, then Defendants may terminate this Settlement by providing notice of termination to Class Counsel and to the Court in writing within seven (7) days after service of Class Counsel's declaration described in Paragraph 2.07 above.

B. Objections to Settlement

2.09 Any Class Member who wishes to object to the Settlement shall file and serve a written objection with Class Counsel by December 16, 2018. The failure of any Class Member to file a written objection regarding any particular aspect of the Settlement will not waive a Class Member's right to orally object regarding the Settlement at the Final Court Approval Hearing scheduled for January 30, 2019 at 9:00 a.m.

2.10 Any Class Member who wishes to file a motion in the class action must file his or her motion with the Court, and contemporaneously serve it upon Class Counsel and Counsel for the Defendants, within the time set by the Court. Unless the Court directs otherwise, the dates set forth in the Class Notice shall govern the rights of the Class Members.

C. Settlement Administration

2.11 Settlement administration shall be conducted by Class Counsel.

D. Attorneys' Fees/Litigation Costs

2.12 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for an award of attorneys' fees and actual Litigation costs incurred in the prosecution of the Litigation not to exceed, in the aggregate, thirty-three (33%) percent of the Settlement Amount. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award shall be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting. Defendants agree not to file a written opposition to any such application. Any Class Member may object to the attorneys' fee application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Attorney Fee/Litigation Cost Award.

(a) Class Counsel agree that any application made pursuant to this paragraph will not seek an amount, in the aggregate, in excess of thirty-three (33%) percent of the Settlement Amount for attorneys' fees and Litigation costs in the prosecution of the Action.

(b) In the event the Court's Attorney Fee/Litigation Cost Award is less than thirty-three (33%) percent of the Settlement Amount, the difference between thirty-three (33%) percent of the Settlement Amount and the amount of the Court's Attorney Fee/Litigation Cost Award shall remain as part of the Settlement Amount and be subject to distribution according to the terms of this Agreement.

E. Class Representative Awards

2.13 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for a total award not to exceed twenty thousand dollars (\$20,000.00), as follows: (a) Class Representative Awards in an aggregate amount not to exceed twenty thousand dollars (\$20,000.00) to be paid to each Representative Plaintiff for his or her service as a class representative in the Action, with the following proposed amounts: CANDI AUSMAN ten thousand dollars (\$10,000.00) and SHAWN HARRIS ten thousand dollars (\$10,000.00). Defendants agree not to file a written opposition to such application. Any Class Representative Award shall be in addition to the Benefit Check to which the Representative Plaintiff is entitled as a Class Member. Any Class Member may object to the Class Representative Awards application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Class Representative Awards.

2.14 Representative Plaintiffs agree that their agreement to this Settlement is not conditioned upon the possibility of receiving a Class Representative Award in any amount, and acknowledges that he or she is bound by this Agreement and supports this Settlement even in the absence of a Class Representative Award. Representative Plaintiffs and Class Counsel agree that the application for the Class Representative Award will be based upon the work performed by, and risks undertaken by, the Representative Plaintiffs in the prosecution of this Litigation.

F. Final Court Approval Hearing

2.15 At the time appointed by the Court, Representative Plaintiffs and Class Counsel shall move the Court to enter a Final Approval Order which order shall (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; (c) find that all requirements of any statute, rule, and state and federal Constitutions necessary to effectuate this Settlement have been met and satisfied; (d) allow the Court to make a determination regarding Class Counsel attorneys' fees and Class Representative Awards, if any if Class Counsel makes timely application regarding the same; and (d) otherwise enter final judgment in the Litigation. Defendants agree not to oppose the entry of the Final Approval Order.

III. SETTLEMENT BENEFITS

3.01 Except as otherwise provided in this Agreement, each Class Member shall be sent a Benefit Check. The "Benefit Balance" shall be calculated as the Settlement Amount less any and all Settlement Administration Costs, Representative Plaintiff Awards, and Attorneys' Fee/Litigation Cost Award; Class Counsel shall then calculate the Settlement Share payable to each Class Member on a pro rata basis as the amount of unlawful rent increases suffered by the Class Member during the Class Period. In the event the Settlement Amount is less than the rent overcharges for Class Members or the Settlement Amount is equal to the rent overcharges for Class Members, the Settlement Amount will be apportioned pro rata in equal share per Class Member. If the Settlement Amount exceeds the rent overcharges for Class Members, or Class Members do not negotiate their Benefit Check within ninety (90) days of their date of issue, then

any remainder of the Settlement Amount including excess and/or unclaimed funds will be disbursed pursuant to Code of Civil Procedure section 384 and not revert to Defendants.

3.02 All eligible Class Members shall receive a Benefit Check in the amount calculated in Paragraph 3.01.

3.03 Notwithstanding paragraphs 3.01 through 3.02 above and any other provisions of this Settlement Agreement, no Benefit Check shall be provided to any Class Member (a) whose Class Notice is returned by the Postal Service as undeliverable without a forwarding address on the face of the returned mail; (b) as to whom Class Counsel does not identify, and (c) who does not otherwise make themselves known to Class Counsel prior to the Final Court Approval Hearing.

3.04 No later than five (5) business days after the Final Court Approval Hearing, Defendants shall pay the balance of the Settlement Amount to Class Counsel. Class Counsel shall deposit the balance in its client trust account and shall use and disburse such funds for settlement purposes only in accordance with the terms of this Agreement. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that ten 10% percent of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting.

3.05 Subject to the terms and conditions of the Agreement, Class Counsel shall mail or otherwise provide a Benefit Check in the amount calculated by Class Counsel pursuant to paragraph 3.01 to each eligible Class Member. The Benefit Check shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by Class Counsel prior to the Final Court Approval Hearing. If a Class Member loses a Benefit Check, Class Counsel shall, upon presentation of appropriate proof, issue a replacement Benefit Check to the Class Member and may in its discretion, stop payment on the earlier Benefit Check. All Benefit Checks issued pursuant to this paragraph shall be void if not negotiated within ninety (90) calendar days of their date of issue, and shall contain a legend to that effect. Benefit Checks issued pursuant to this paragraph that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued. In entering into this Settlement Agreement, Representative Plaintiffs and Class Counsel agree, on behalf of all Class Members and the Class, that those Class Members who do not negotiate Benefit Checks within ninety (90) calendar days of their date of issue shall completely and irrevocably waive and release any rights or entitlement to receive the Settlement Share from the Settlement, to the maximum extent permitted by law and shall be bound by the Final Court Approval Hearing Order and Judgment. In the event that one or more Benefit Checks are not negotiated within ninety (90) calendar days, or any unclaimed funds remain for any other reason, the resulting unclaimed portion of the Benefit Balance shall be paid to a *cy pres* recipient approved by the Court.

3.06 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel may transfer ninety (90) percent of the Attorney Fee/Litigation Cost Award to be determined by the Court from Class Counsel's client trust account to its business checking account.

3.07 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel shall pay the Class Representative Awards ordered by the Court, if any, by check made payable to each Plaintiff receiving an award.

3.08 Class Counsel's obligations with respect to the distribution of Benefit Checks, the Attorney Fee/Litigation Cost Award, if any, and the Class Representative Awards, if any, shall be performed reasonably and in good faith.

IV. RELEASE

4.01 Upon final approval by the Court, and except as to such rights or claims as may be created by this Agreement, the Representative Plaintiffs and Class hereby irrevocably and unconditionally release and forever discharge Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the Parties, from any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, arising from any and all claims related to or arising from Plaintiffs' Class Action Complaint for Damages and Injunctive Relief ("Complaint").

4.02 The release set forth in Paragraph 4.01 above covers all remedies that could be claimed for the causes of action described in the Complaint, including but not limited to, statutory, constitutional, contractual and common law claims for, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. The release will cover all statutory violations that were or could have been claimed in the Complaint.

4.03 Upon Final Approval by the Court, Representative Plaintiffs and every Class Member shall be deemed to have acknowledged and agreed that their claims for damages in this Action are disputed, and that the Representative Plaintiffs and every Class Member's individual settlement constitutes payment of all sums allegedly due him or her from Defendants related to or arising from the Complaint.

V. REPRESENTATIONS AND WARRANTIES

5.01 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Representative Plaintiffs and Class Counsel represent and warrant to Defendants that Representative Plaintiffs and Class Counsel shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

5.02 Representative Plaintiffs, Class Counsel and Defendants represent and warrant that he, she, it or they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party,

entity, or other person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Party, entity, or other person(s). Each Party represents and warrants that he, she, it or they intend to be bound fully by the terms of this Agreement.

5.03 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Defendants represent and acknowledge to Representative Plaintiffs that they will not oppose the Settlement, Preliminary Approval and/or Final Approval.

5.04 Each Party and its counsel acknowledges and agrees that each other Party and Released Person is relying upon the representations and warranties in this Agreement in entering into the Agreement. If any person is alleged to have breached any of the representations or warranties in this paragraph V, the Court shall retain jurisdiction to hear and determine any action or proceeding by a Party against such person for breach and/or any Party's request for a remedy for such breach, including without limitation rescissionary, equitable and injunctive relief.

VI. TERMINATION

6.01 This Agreement shall be terminable in the event that (1) the Court fails to enter either of the approval orders contemplated in this Agreement, or if the Court fails to approve the Settlement substantially as written and agreed to by the Parties, including but not limited to a failure to approve the Preliminary Approval Order or the Final Court Approval Hearing Order. The Agreement also shall be terminable upon the mutual agreement of all Representative Plaintiffs and all Defendants.

VII. MISCELLANEOUS PROVISIONS

7.01 This Agreement reflects, among other things, the compromise and settlement of disputed claims and defenses among the Parties hereto, and nothing in this Agreement or any action taken to effectuate this Agreement is intended to be, or may be used as, an admission or concession of liability of any Party or third party, of the validity of any claim.

7.02 This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, this Agreement shall be treated as a confidential and inadmissible settlement communication pursuant to Evid. Code §1152, and shall be without further force or effect. In that event, the status of the Litigation shall revert to the state they were in on April 20, 2018, the pleadings shall revert to that date, and the agreements contained in this Agreement shall not be admissible, cited or relied upon as an admission as to any matter in the case; the Parties shall have all rights, claims and defenses that they had or were asserting as of April 20, 2018; and all deadlines shall be deemed to have been tolled as of April 20, 2018.

7.03 The Parties agree that all negotiations, communications and statements leading to this Agreement were pursuant to confidential settlement negotiations and were for settlement purposes only, and shall not be offered or be admissible in evidence by or against any other Party or cited or referenced by Class Counsel or Defendants in any other action or proceeding against Defendants or Plaintiffs.

7.04 This Agreement is intended to and shall be governed as a contract executed under the laws of the State of California.

7.05 The terms and conditions set forth in this Agreement constitute the integrated, complete and exclusive agreement between the Parties hereto, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial or other proceeding to interpret or enforce this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for the Defendants and Class Counsel.

7.06 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

7.07 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement, or a waiver by any other Party.

7.08 In the event that any term or provision of this Agreement is determined by the Court to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement, and said remaining terms and provisions shall remain in full force and effect.

7.09 All parties waive their right to file any type of appeal in this action.

7.10 This Agreement shall become effective upon its signature by Representative Plaintiffs, Class Counsel and Defendants, except for those provisions that require approval from the Court to be effective. Scanned and fax signatures shall be effective as original signatures to bind a signatory. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

7.11 No representations or advice regarding the tax consequences of this Agreement have been made by any Party. The Parties further understand and agree that each Party, shall be responsible for his, her, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.

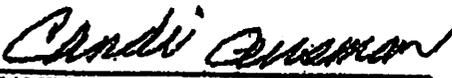
7.12 This Agreement and any order issued by the Court pursuant to this Agreement shall be enforceable pursuant to Civ. Proc. Code §664.6. Although the Court may enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement.

7.13 Defendants and Representative Plaintiffs acknowledge that they have been represented and advised by legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent of and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

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VIII. SIGNATURES

Date: 10-30-2018


CANDI AUSMAN, Plaintiff

Date:

SHAWN HARRIS, Plaintiff

Date: 11/6/18



Authorized Agent for Defendant COUNTRYWOOD, LLC,

Date: 11/6/18



Authorized Agent for Defendant COUNTRYWOOD APARTMENTS

Date: 11/6/18



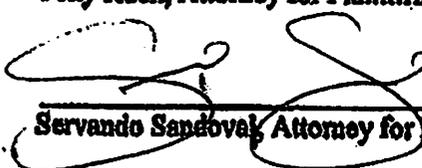
Authorized Agent for Defendant WOODMONT COMPANIES

APPROVED AS TO FORM:

Date:

Tony Ruch, Attorney for Plaintiffs

Date: 11/6/18



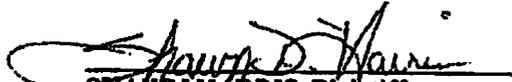
Servando Sandoval, Attorney for Defendants

VIII. SIGNATURES

Date:

CANDI AUSMAN, Plaintiff

Date: 10/31/2018



SHAWN HARRIS, Plaintiff

Date:

Authorized Agent for Defendant COUNTRYWOOD, LLC.

Date:

Authorized Agent for Defendant COUNTRYWOOD
APARTMENTS

Date:

Authorized Agent for Defendant WOODMONT
COMPANIES

APPROVED AS TO FORM:

Date: 10/31/18



Tony Ruch, Attorney for Plaintiffs

Date:

Servando Sandoval, Attorney for Defendants



FILED
ALAMEDA COUNTY

JAN 07 2019

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

1 Andrew Wolff (SBN 195092)
2 Tony Ruch (SBN 242717)
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4 1615 Broadway, 4th Floor
5 Oakland, California 94612
6 Telephone: (510) 834-3300
7 Facsimile: (510) 834-3377

8 Attorneys for Plaintiff
9 Candi Ausman, et al.,

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF ALAMEDA
12 UNLIMITED JURISDICTION

13 CANDI AUSMAN, et al.,
14 Plaintiffs,

15 vs.

16 COUNTRYWOOD, LLC, et al.,
17 Defendants,

) Case No.: RG15758204
) ~~PROPOSED~~ ORDER GRANTING
) PLAINTIFF'S STIPULATED EX PARTE
) APPLICATION SEEKING
) MODIFICATION OF THE FINAL
) COURT APPROVAL HEARING DATE
)
) ASSIGNED FOR ALL PURPOSES TO
) JUDGE STEPHEN KAUS DEPT. 19

18 Plaintiffs Candi Ausman, et al., ("Plaintiffs") stipulated ex parte application seeking
19 modification of the final court approval hearing date was considered on the papers by
20 Department 19 of this Court. Having read the application, the memoranda and the declarations
21 filed by the parties, the Court finds, adjudges and orders as follows:

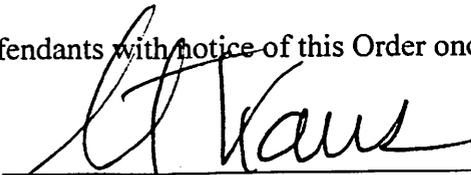
- 22 1. Plaintiffs ex parte application seeking modification of the final court approval hearing
23 date is GRANTED.
- 24 2. The final court approval hearing date Plaintiff currently set for January 14, 2019 at
25 3:00 p.m. in this Court is hereby vacated.
- 26 3. The modified final court approval hearing date is set for 3/21/19 at
27 3 p.m. in this Court.

28 ////

1 4. Plaintiffs shall provide defendants with notice of this Order once signed by the Court.
2 IT IS SO ORDERED.

3 Dated:

4 1-14-19

5 
6 _____
7 Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG15758204

Case name: AUSMAN v. COUNTRYWOOD, LLC, et al.,

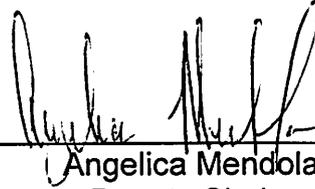
DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy of **Order Granting Plaintiff's Stipulated Ex Parte Application Seeking Modification of The Final Court Approval Hearing Date** filed on January 7, 2019 was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1221 Oak Street, Oakland, California.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 8, 2019.

Chad Finke, Executive Officer/Clerk of the Superior Court

By: _____



Angelica Mendola
Deputy Clerk

Tony Ruch
Law Offices of Andrew Wolff, P.C.
1615 Broadway, 4th Floor
Oakland, CA 94612

Servando Sandoval
Pahl & McCay
225 West Santa Clara St, Suite 1500
San Jose, CA 95113

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
CANDI AUSMAN, et al., v. COUNTRYWOOD, LLC, et al., RG15758204**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU LIVED AT 4555 THORTON AVENUE, FREMONT, CA, AT ANY TIME FROM FEBRUARY 11, 2011 THROUGH JULY 13, 2016, AND RECEIVED A NOTICE TO INCREASE YOUR RENT, THIS NOTICE AFFECTS YOUR RIGHTS; PLEASE READ IT CAREFULLY.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS ACTION.

THIS IS NOT A SOLICITATION. THIS IS NOT A LAWSUIT AGAINST YOU. YOU ARE NOT BEING SUED. A COURT AUTHORIZED THIS NOTICE. BUT THE FOLLOWING DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF THE COURT'S VIEWS ON THE MERITS OF CLAIMS OR DEFENSES RAISED BY THE PARTIES.

I. INTRODUCTION

You are receiving this notice because you may have lived at 4555 Thorton Avenue, Fremont, CA ("Premises"), and received a notice to increase your rent from February 11, 2011 through July 13, 2016. The purpose of this notice is to notify you of the existence and settlement of a lawsuit, filed on February 11, 2015, by Candi Ausman and Shawn Harris ("Plaintiffs"), against Countrywood, LLC, Countrywood Apartments, Woodmont Companies ("Defendants").

Plaintiffs received notices to increase their rent while living at the Premises and filed a class action lawsuit alleging that Defendants notices to increase rent were unlawful because said notices failed to include specific language required by the City of Fremont's Residential Rent Increase Dispute Resolution Ordinance ("RRIDRO"). Plaintiffs sought to pursue such claims on behalf of all tenants who lived at the Premises and received a notice to increase rent in violation of the RRIDRO from February 11, 2011 through July 13, 2016. Defendants dispute and deny the allegations in the lawsuit in all respects.

This notice informs you of the terms of the pending settlement agreement ("Settlement Agreement") and your rights under it. Please read it carefully. This notice provides instructions on the options available to you.

II. CERTIFICATION AND HEARING

On November 7, 2018, the Court granted preliminary approval for the settlement of this action and scheduled a hearing on final approval of the settlement for March 21, 2019 at 3:00 p.m. This hearing will take place at Department 19 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. Members of the class, including you,

can express their views on the settlement at or before the hearing, but you are not required to do so, and no appearance at the hearing is required.

III. PUBLICATION OF THIS NOTICE

Plaintiffs brought this action as a putative class action. In class actions, one or more persons bring claims on behalf of themselves and others who are in similar situations or have similar claims. In other words, Plaintiffs are seeking to represent those who are similarly situated and thus may also have similar or related claims. In order to ensure that class members are given an adequate opportunity to protect their rights, this notice is being mailed to all known addresses and emails addresses of class members. This notice concerns the resolution of this lawsuit and your associated rights.

IV. DESCRIPTION OF THE UNDERLYING CLAIMS

Defendants own and operate the Premises which is a one hundred thirty-seven-unit residential apartment complex located in Fremont, CA. Plaintiffs previously resided at the Premises and received notices to increase rent which failed to include specific language required by the RRIDRO.

Plaintiffs filed this class action on February 11, 2015. The lawsuit alleged that Defendants issued notices to increase rent which were unlawful because they were in violation of the RRIDRO. On July 13, 2016, the Court certified this action as a class action and the class was defined as follows: “All tenants who lived at the Premises and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which did not contain the relevant language from the RRIDRO.”

Defendants denied all allegations in the lawsuit. In light of the litigation, discovery, and motion practice, and trial proceedings thus far, Plaintiffs and their counsel worked with Defendants and their counsel to resolve the litigation through settlement. Subject to court approval, the parties have entered a Settlement Agreement that provides for settlement of the class of all tenants who lived at the Premises and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which did not contain the relevant language from the RRIDRO and that provides the benefits described below.

V. RELIEF FOR SETTLEMENT CLASS

On behalf of the members of the class, Plaintiffs reached a voluntary Settlement Agreement with Defendants. Neither Defendant nor any of its officers or directors have admitted any liability or wrongdoing. A full copy of the Settlement Agreement and other public documents filed with the Court with regard to this action can be viewed online at www.awolfflaw.com.

Under the terms of the Settlement Agreement, Defendants have agreed that, subject to final approval by the Court, that Defendants will provide relief in the total, gross value of \$300,000.00. Subject to final approval by the Court, Andrew Wolff and Tony Ruch, LAW

OFFICES OF ANDREW WOLFF, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612, who served as Plaintiffs' counsel in the underlying class action lawsuit ("Class Counsel") also seeks to act as the settlement administrator in this case as a savings control measure. As the settlement administrator, Class Counsel shall calculate the amount of rent overcharges payable to each eligible class member on a pro rata basis during the class period. In the event the total settlement amount is less than the rent overcharges for class members or the total settlement amount is equal to the rent overcharges for class members, the total settlement amount will be apportioned pro rata in equal share per Class Member. If the total settlement amount exceeds the rent overcharges for class members, or class members do not negotiate their check within ninety (90) days of their date of issue, then any remainder of the total settlement amount including excess and/or unclaimed funds will be disbursed to a non-profit(s) and not revert to Defendants. At the final court approval hearing, Class Counsel may make written application to the Court for an award of attorneys' fees and actual litigation costs incurred in the prosecution of this action for up to thirty-three percent of the \$300,000.00 settlement amount. At the final court approval hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the distribution process to class members and Court approval of a final accounting. Class members will not be required to separately compensate Class Counsel for their fees and costs. At the final court approval hearing, Class Counsel may also make written application to the Court for an award not to exceed \$20,000.00 to be paid to the two representative plaintiffs for their service as a class representative. The settlement administration costs shall be paid exclusively from the settlement amount.

VI. RELEASES

Provided the Court approves the settlement and enters the requested judgment, all members of the class shall be bound by the Settlement Agreement and judgment. Under this judgment, all class members who did not submit a timely and valid opt-out request at the class certification stage of this litigation shall be deemed to have forever released and discharged Defendants from all claims that were asserted, or could have reasonably been asserted in this action based on the facts alleged. This release includes claims based on or arising out Defendants issuing notices to increase rents to Plaintiffs which were unlawful because they were in violation of the RRIDRO.

Defendants releases means Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the parties. The released claims include, any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Settlement Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, arising from any and all claims related to or arising from Plaintiffs' Class Action Complaint for Damages and Injunctive Relief.

VII. THE RIGHTS OF CLASS MEMBERS

If you received a notice to increase your rent which failed to include specific language required by the RRIDRO while living at the Premises from February 11, 2011 through July 13, 2016, and you paid increased rent after receiving such a type of notice, you are a member of this class action. You do not need to do anything to receive a refund regarding any rent overcharge you paid during the class period. Subject to the Court's preliminary approval of the Settlement Agreement, Class Counsel as the settlement administrator shall issue a check regarding rent overcharges paid during the class period to each eligible class member as calculated above in section V.

Although under no obligation to do so, class members may participate in the lawsuit at their own expense by obtaining their own attorneys, i.e., class members can seek to intervene in this action and appear as a party (class members who choose this option will be responsible for any attorney fees or costs incurred as a result of this election). Class members may also object to any particular aspect of the settlement including the fact that Class Counsel seeks to act as the settlement administrator as a savings control measure by mailing a letter explaining the objection to the settlement administrator at the address below by February 18, 2019:

LAW OFFICES OF ANDREW WOLFF, P.C.,
Ausman v. Countrywood, LLC Class Action
1615 Broadway, 4th Floor
Oakland, CA 94612

The failure of any class member to file a written objection to any particular aspect of the settlement will not waive a class member's right to orally object to the Settlement at the final approval hearing on March 21, 2019 at 3:00 p.m. Class members may, but are under no obligation to hire an attorney to object to the settlement.

VIII. FINAL COURT APPROVAL HEARING

The Court will hold a final court approval hearing on whether to grant final approval of this settlement on March 21, 2019 at 3:00 p.m. This hearing will take place at Department 19 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. You are not required to attend this hearing to participate in or object to the settlement.

IX. CLASS COUNSEL AND SETTLEMENT ADMINISTRATOR

The attorneys acting as class counsel and the settlement administrator in this action are Andrew Wolff and Tony Ruch, LAW OFFICES OF ANDREW WOLFF, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612.

X. EXAMINATION OF PAPERS FILED IN THIS ACTION

Members of the public may inspect important documents regarding this class action online at www.awolfflaw.com.



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Andrew Wolff. (SBN 195092)
Tony Ruch (SBN 242717)
Wortham Briscoe (SBN 303359)
LAW OFFICES OF ANDREW WOLFF, P.C.
1615 Broadway, 4th Floor
Oakland, California 94612
Telephone: (510) 834-3300
Facsimile: (510) 834-3377

Attorneys for Plaintiffs
Candi Ausman, et al.,

FILED
ALAMEDA COUNTY

NOV 07 2018

CLERK OF THE SUPERIOR COURT
By *Patricia Williams*
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

CANDI AUSMAN, SHAWN HARRIS, each
of them for themselves individually, and for all
other persons similarly situated,

Plaintiffs,

vs.

COUNTRYWOOD, LLC, COUNTRYWOOD
APARTMENTS, WOODMONT
COMPANIES, and DOES 1 through 30,

Defendants.

Case No. RG15758204

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING
UNOPPOSED MOTION FOR
PRELIMINARILY APPROVAL OF
CLASS ACTION SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO
JUDGE IOANA PETROU DEPT. 17

This motion came on regularly for hearing on November 7, 2018 at 9:00 A.M. in
Department 17 of the Alameda County Superior Court.

Plaintiffs Candi Ausman and Shawn Harris, for themselves individually and on behalf of a
class of persons ("Plaintiffs"), and defendants Countrywood, LLC, Countrywood Apartments,
and Woodmont Companies ("Defendants") have entered into a class action settlement agreement
("Settlement Agreement"), which, if approved, would resolve this class action. The parties
moved for preliminary approval of the settlement. Upon review and consideration of the motion

1 papers and documents submitted by Plaintiffs and the Settlement Agreement, the Court
2 determines and Orders as follows:

3 1. The Settlement Agreement is incorporated by reference into this Order and is
4 attached as Exhibit A to this Order. Capitalized terms in this Order shall, unless otherwise defined
5 herein, have the same meaning as in the Settlement Agreement. The Court bases this Order upon
6 the following facts demonstrated to the Court by Plaintiffs' unopposed motion for preliminary
7 approval of the Settlement Agreement, Plaintiffs evidence, and the documents in the Court's-file
8 in this action. Plaintiffs Complaint alleges causes of action for violation of the City of Fremont's
9 Residential Rent Increase Dispute Resolution Ordinance ("RRIDRO"), negligence, negligent
10 hiring/supervising/retention of employees, breach of contract, California Business & Professions
11 Code § 17200 *et seq.*, and conversion arising out of allegations that Defendants issued unlawful
12 rent increase notices to tenants who resided at 4555 Thornton Avenue, Fremont, CA ("Premises").
13 Specifically, Plaintiffs allege that Defendants issued notices to increase rent to tenants residing at
14 the Premises which were unlawful because said notices failed to include specific language required
15 by the RRIDRO. The Court granted the Plaintiffs' motion for class certification on July 13, 2016.
16 Defendants vigorously contested Plaintiffs allegations and deny any wrongdoing. Plaintiffs have
17 provided credible evidence that all sides anticipated litigation expense is great, bringing to all sides
18 considerable risk of unfavorable outcomes, including the additional risks and expense associated
19 with appellate proceedings. Given that expense and risk, during Phase I of trial in this action,
20 counsel for both parties engaged in extensive settlement discussions. After extensive settlement
21 discussions between counsel for both parties, the parties agreed to a written settlement agreement.
22 All of the evidence available to the Court confirms that in the negotiations leading to the Settlement
23 Agreement, Plaintiffs counsel acted in the interests of the class, while Defendants counsel acted in
24 the best interests of their clients, and the parties acted without collusion. The Settlement
25 Agreement appears to provide substantial benefits to each qualifying class member, particularly in
26 light of the expense and risks to Plaintiffs, continued litigation of the enforceability of the relevant
27 releases, proving liability, demonstrating any substantial entitlement to relief, the uncertainty of
28 future appellate proceedings and collecting any judgment.

2. For purposes of the Settlement, the Court approves and appoints the Law Offices
of Andrew Wolff, P.C. to serve as the settlement administrator ("Settlement Administrator") for

1 the distribution of settlement proceeds and directs said law office to carry out all duties and
2 responsibilities of the Settlement Administrator specified in the Settlement Agreement.

3 3. Pursuant to California law, the Court preliminarily approves the Settlement
4 Agreement, and the settlement provided for in the Settlement Agreement, as (a) fair, reasonable,
5 and adequate in light of the relevant factual, legal, practical and procedural considerations of the
6 action, (b) free of collusion to the detriment of class members, and (c) within the range of possible
7 final judicial approval, subject to further consideration of final approval at the court approval
8 hearing.

9 4. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner
10 of class notice set forth in the Settlement Agreement. The Court approves the form and content of
11 the class notice substantially in the form proposed by Plaintiffs counsel. The Court finds that the
12 plan in the Settlement Agreement for direct mail, and/or email notice to class members is the best
13 notice practicable under the circumstances and satisfies the requirements of due process and
14 California law. That plan is approved and accepted. This Court further finds that the class notice
15 complies with California law and thus they are hereby approved, adopted and authorized for
16 dissemination. This Court further finds that no other notice to class members other than that
17 identified in the Settlement Agreement is reasonably necessary in the action. The class notice is
18 attached herein to this Order as Exhibit B.

19 5. The Settlement Administrator shall mail a class notice, substantially in the form of
20 the document attached herein as Exhibit B, to each class member at the addresses on the class
21 member list as updated by the Settlement Administrator and shall make copies of the class notice
22 and the Settlement Agreement available on a dedicated settlement website at www.awolfslaw.com.
23 Before mailing and publication, the Settlement Administrator shall fill in all applicable dates and
24 deadlines in the class notice to conform to the dates and deadlines specified for such events in this
25 Order. The Settlement Administrator shall also have discretion to format the class notice in a
26 reasonable manner before mailing or publishing, as applicable, to minimize mailing, publication,
27 and/or administration costs while providing straightforward notice of the settlement to class
28 members.

6. If any class notice mailed pursuant to the Settlement Agreement and this Order is
returned as undeliverable, then the Settlement Administrator shall re-mail the class notice
immediately to the forwarding address, if any, provided on the returned mail. If the returned mail

1 does not reflect a forwarding address, then the Settlement Administrator shall attempt to obtain
2 additional contact information for such class members. The Settlement Administrator shall re-
3 send the class notice to class members at any updated address found prior to the court approval
4 hearing. Other than as set forth in this Order, Plaintiffs, class counsel, defendants and the
5 Settlement Administrator shall have no other obligation to deliver class notices.

6 7. Any Class Member who wishes to object to the proposed settlement may by
7 December 16, 2018, serve a written objection to the settlement with the Settlement Administrator.
8 The failure of any Class Member to file a written objection to any particular aspect of the
9 Settlement Agreement will not waive a Class Member's right to orally object to the Settlement
10 Agreement at the final court approval hearing ("Final Court Approval Hearing"). It is not
11 necessary for a Class Member to appear at the Final Court Approval Hearing.

12 8. Any Class Member who wishes to file a motion in the action must file the motion
13 with the Court, and contemporaneously serve it upon class counsel and counsel for the defendants
14 within the time set by the Court.

15 9. Any motion by class counsel for attorney's fees or for class representative awards
16 shall be filed with the Court no later than fifteen days before the Final Court Approval Hearing
17 and said motions shall be heard at the Final Court Approval Hearing or at another date per the
18 Court.

19 10. Plaintiffs' counsel shall file their motion for final approval of the Settlement
20 Agreement and entry of a final approval order and judgment no later than fifteen days before the
21 Final Court Approval Hearing. The Final Court Approval Hearing shall be held at 9:00 a.m. on
22 January 9, 2019 in Department 17 of the Court to determine, among other things, (a) whether the
23 proposed settlement should be approved as fair, reasonable and adequate, (b) whether the terms of
24 the settlement should be final and binding, (c) whether all requirements of any statute, rule and
25 state and federal Constitutions necessary to effectuate the settlement have been met and satisfied,
26 (d) whether Plaintiffs counsel motion for attorney's fees if any should be approved and allow the
27 Court to make a determination regarding Class Counsel attorneys' fees, if any; and (e) whether
28 any request for class representative awards should be approved. At the Final Court Approval
29 Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that
30 10% of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the
31 distribution process to Class Members and Court approval of a final accounting.

1 11. The Court reserves the right to modify the date of the Final Court Approval Hearing
2 and related deadlines set forth herein. The Final Court Approval Hearing may be postponed,
3 adjourned, or continued by Order of the Court without further notice to the class members.

4 12. All other events contemplated by the Settlement Agreement to occur after this
5 Order and before the Final Court Approval Hearing, shall be governed by the Settlement
6 Agreement.

7 13. All proceedings in the action, other than such as may be necessary to carry out the
8 terms and conditions of the Settlement Agreement or the responsibilities related or incidental
9 thereto, are stayed and suspended until further order of this Court. All deadlines in the action are
10 tolled as of April 20, 2018, absent contrary written agreement by the Parties.

11 14. If final approval of the settlement is not achieved, or if the settlement is terminated
12 for any reason, the settlement and all proceedings had in connection therewith shall be without
13 prejudice to the rights of the parties as of April 20, 2018, and all orders issued pursuant to the
14 settlement shall be vacated upon a motion of any party or stipulation from the parties. In such
15 event, the Settlement Agreement and all drafts of documents and communications concerning the
16 settlement shall not be used or referred to in this action for any purpose whatsoever. This Order
17 shall be of no force or effect if final approval does not occur, and nothing in this Order, the
18 Settlement Agreement, the class notice or any other aspect of the settlement shall be construed or
19 used as an admission, concession, or declaration or evidence by or against any party of any claim,
20 fault, wrongdoing, breach, or liability, or regarding certification of this case as a class action.

21 15. The Court reserves the right to approve the settlement with such modifications, if
22 any, as may be agreed to by Plaintiffs and defendants, or in the Court's discretion, and without
23 further notice to the class members. Motion Final Approval 11/9/18 @ 9:00 am R-2019693

24 16. The Parties shall meet and confer in good faith to resolve any dispute concerning
25 the Settlement Agreement and/or this Order and, to the extent any such dispute cannot be resolved
26 between them, present the matter to this Court for resolution.

27 IT IS SO ORDERED.

28 Dated: 11/7/18


Hon. IOANA PETROU
Judge of the Superior Court

EXHIBIT A

CLASS SETTLEMENT AGREEMENT

This class settlement agreement ("Agreement") is made and entered into as of April 20, 2018 among (a) plaintiffs CANDI AUSMAN, and SHAWN HARRIS ("Plaintiffs"), each of them on their behalf and on behalf of a class (as defined below) ("Class"); and (b) defendants COUNTRYWOOD, LLC, COUNTRYWOOD APARTMENTS, and WOODMONT COMPANIES ("Defendants"). Each Plaintiff and Defendant is referred to individually as a "Party," and collectively Plaintiffs and Defendants are referred to as the "Parties" to this Agreement.

RECITALS

- A. On February 11, 2015, Plaintiffs filed a class action in the California Superior Court for the County of Alameda, captioned as *Candi Ausman, et al. v. Countrywood, LLC, et al.*, No. RGI5758204 ("Litigation").
- B. Plaintiffs alleged, *inter alia*, that Defendants raised and collected rents in violation of the City of Fremont's Residential Rent Increase Dispute Resolution Ordinance ("RRIDRO"). Defendants answered the complaint in the Litigation, denying all allegations. The Parties propounded and responded to extensive document and written discovery.
- C. Plaintiffs and Defendants have conducted an extensive investigation into the facts and law underlying Plaintiffs' claims in the Litigation.
- D. On July 13, 2016, the Court granted Plaintiffs' motion for class certification.
- E. Plaintiffs, individually and on behalf of the Class, desire to settle the Litigation and all matters within the scope of the Release set forth herein, having taken into account the risks, delay, and difficulties involved in obtaining class certification, establishing liability, the likelihood of recovery in excess of that offered by this Settlement Agreement, the prospect of appeal, the desirability of payment sooner rather than later, and the likelihood that the Litigation could be protracted and expensive.
- F. Based upon their investigation and consideration of the risks of continuing to prosecute the Litigation, the facts and law advocated by Defendants, Plaintiffs and Class Counsel believe that it is desirable and in the best interests of the Class to enter into this Agreement.
- G. Although Defendants deny any wrongdoing and any liability to Plaintiffs and the Class whatsoever, Defendants believe that it is desirable and in their best interests to settle the Litigation and all matters within the scope of the Release in the manner and upon the terms and conditions provided for in this Agreement, in order to avoid the further expense, inconvenience, and distraction of the Litigation, the prospect of appeal, and in order to put to rest the claims that have been asserted in the Litigation or are within the scope of the Release.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of

which is acknowledged herein, Plaintiffs, individually and as representatives of the Class, and Defendants, subject to approval by the Court, agree as follows.

I. DEFINITIONS

In addition to the terms defined above, the following terms are used in this Settlement Agreement:

1.01 "Agreement" or "Settlement Agreement" means this Class Settlement Agreement.

1.02 "Attorney Fee/Litigation Cost Award" means the award(s), if any, made to Class Counsel by the Court upon application pursuant to paragraph 2.12 below.

1.03 "Benefit Check" means the negotiable check in the amount of the Settlement Share to be sent to those Class Members who shall receive the Settlement Share.

1.04 "Class" means all persons identified as a tenant who lived at 4555 Thornton Avenue in Fremont, California and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which notice did not contain the relevant language required by the RRIDRO.

1.05 "Class Counsel" means The Law Offices of Andrew Wolff, P.C.

1.06 "Class Member" means a member of the Class, as defined in Paragraph 1.04. When more than one person was or is a tenant under a lease or paid rent toward a dwelling in the same tenancy, each such person shall be a Class Member, but those persons collectively shall be entitled to only one Settlement Share for that tenancy.

1.07 "Class Notice" means the mailed and emailed notice of this Settlement that is contemplated by this Agreement.

1.08 "Class Period" means the period from February 11, 2011 through October June 2018.

1.09 "Class Representative Award" means the amount awarded, if any, to each Representative Plaintiff by the Court upon application pursuant to paragraph 2.134 below.

1.10 "Court" means the Honorable Ioana Petrou of the Superior Court for the County of Alameda, or such other judge of the same court to whom the Litigation, or a proceeding in the Litigation, may be assigned.

1.11 "Defendants" means COUNTRYWOOD, LLC, COUNTRYWOOD APARTMENTS and WOODMONT COMPANIES.

1.12 "Counsel for the Defendants" means Servando Sandoval of Pahl & McCay.

1.13 "Final Approval" means the Court has issued all necessary orders approving the Settlement in a manner substantially consistent with the terms and intent of this Agreement and the Court enters a Final Approval Order.

1.14 "Final Approval Date" means the date upon which Final Approval occurs.

1.15 "Final Approval Order" means a final order and judgment of the Court approving the Settlement on terms substantially consistent with the terms and intent of this Settlement Agreement, and dismissing the Litigation.

1.16 "Party" refers to any Plaintiff or Defendant, and "Parties" means Plaintiffs and Defendants, collectively.

1.17 "Preliminary Approval" means the order or orders of the Court preliminarily approving the terms and conditions of this Agreement, as contemplated by this Agreement.

1.18 "Release" means the Release set forth in Article IV of this Agreement.

1.19 "Representative Plaintiffs" means CANDI AUSMAN and SHAWN HARRIS, the named Plaintiffs in the Litigation.

1.20 "Settlement" means the resolution of the matters within the scope of this Settlement Agreement and the Release set forth in this Agreement, and the completion of all conditions for Final Approval and all requirements set forth in the Final Approval Order.

1.21 "Settlement Administration Costs" means any and all costs of administering the Settlement provided for in this Agreement to be paid exclusively from the Settlement Amount, including but not limited to the costs of mailing the Class Notice to the Class Members, verifying Class Members' eligibility for and amounts of Settlement Shares and providing the Benefit Checks to eligible Class Members who do not become Successful Opt-Outs.

1.22 Settlement Administrator means Class Counsel for purposes of this Agreement

1.23 "Settlement Amount" means the maximum of three hundred thousand dollars (\$300,000.00), which is the total aggregate dollar amount that Defendants will be obligated to pay if the Settlement Agreement gains Final Approval. This Settlement Amount includes all sums to be paid by Defendants under this Settlement Agreement, including all Settlement Shares to eligible Class Members who are not Successful Opt-Outs; the Class Representative Awards, if any; the Attorney Fee/Litigation Cost Award, if any; and all Settlement Administration Costs.

1.24 "Settlement Share" means the amount to be paid from the Settlement Amount for a given tenancy to eligible Class Members who do not become Successful Opt-Outs, in exchange for the Release, as described in Article IV below.

1.25 Other terms are defined in the text of this Agreement, and shall have the meaning given to those terms in the text. It is the intent of the Parties in connection with all documents related to the Settlement that defined terms as used in other documents shall have the meaning given to them in this Agreement.

II. SETTLEMENT PROCEDURES

A. Preliminary Approval

2.01 Should the Settlement not become final or Final Approval not occur for any reason, the Settlement and any communications relevant to the Settlement will be treated as a settlement communication under Evid. Code §1152.

2.02 Class Counsel shall file a motion with the Court to enter an order for Preliminary Approval, which order shall (a) preliminarily approve the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Agreement; (b) set a date for a final approval hearing ("Final Court Approval Hearing"); (c) approve a Class Notice and approve the manner of its publication to the Class; (d) set deadlines consistent with this Agreement for publication of the Class Notice, the filing of objections, the filing of motions, and the filing of papers in connection with the Final Court Approval Hearing; and (e) appoint and approve Class Counsel as the Settlement Administrator. Defendants agree not to oppose the entry of the Preliminary Approval Order.

2.03 Settlement Administration Costs shall be paid for out of the Settlement Amount.

2.04 If necessary, Class Counsel shall obtain updates, if any, to the current addresses of Class Members using (a) information reasonably available from the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), (b) information reasonably available from a Lexis-Nexis persons search performed as to each Class Member, and (c) such additional efforts as Class Counsel reasonably believes are appropriate to identify updated addresses, if any, for each Class Member and/or as the Court may direct. Class Counsel shall promptly respond to any communication from any Class Member inquiring regarding his or her address or email information.

2.05 Class Counsel shall mail and/or email a Class Notice to each Class Member. Class Counsel shall have discretion to format the Class Notice in a reasonable manner to minimize mailing or administrative costs.

2.06 If any Class Notice sent under paragraph 2.05 is returned as undeliverable, Class Counsel shall re-mail the Class Notice immediately to the forwarding address, if any, provided by the Postal Service on the face of the returned mail, or the return email message. If the returned mail does not reflect a forwarding address Class Counsel shall make reasonable efforts to obtain additional address information for such Class Member. Upon receipt of any such additional information, Class Counsel shall re-mail the Class Notice to the Class Member at the address provided.

2.07 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement, no later than sixty (60) calendar days after the Class Notices are mailed to the Class Members, as set forth in Paragraph 2.05 above, Class Counsel shall file and serve a declaration identifying all individuals who qualify as an opt-out.

2.08 In the event that the Court grants Class Members the opportunity to opt-out of the Settlement, if more than twenty (25) percent of the Class Members timely file written requests

for exclusion from the Class, then Defendants may terminate this Settlement by providing notice of termination to Class Counsel and to the Court in writing within seven (7) days after service of Class Counsel's declaration described in Paragraph 2.07 above.

B. Objections to Settlement

2.09 Any Class Member who wishes to object to the Settlement shall file and serve a written objection with Class Counsel by December 16, 2018. The failure of any Class Member to file a written objection regarding any particular aspect of the Settlement will not waive a Class Member's right to orally object regarding the Settlement at the Final Court Approval Hearing scheduled for January 30, 2019 at 9:00 a.m.

2.10 Any Class Member who wishes to file a motion in the class action must file his or her motion with the Court, and contemporaneously serve it upon Class Counsel and Counsel for the Defendants, within the time set by the Court. Unless the Court directs otherwise, the dates set forth in the Class Notice shall govern the rights of the Class Members.

C. Settlement Administration

2.11 Settlement administration shall be conducted by Class Counsel.

D. Attorneys' Fees/Litigation Costs

2.12 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for an award of attorneys' fees and actual Litigation costs incurred in the prosecution of the Litigation not to exceed, in the aggregate, thirty-three (33%) percent of the Settlement Amount. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award shall be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting. Defendants agree not to file a written opposition to any such application. Any Class Member may object to the attorneys' fee application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Attorney Fee/Litigation Cost Award.

(a) Class Counsel agree that any application made pursuant to this paragraph will not seek an amount, in the aggregate, in excess of thirty-three (33%) percent of the Settlement Amount for attorneys' fees and Litigation costs in the prosecution of the Action.

(b) In the event the Court's Attorney Fee/Litigation Cost Award is less than thirty-three (33%) percent of the Settlement Amount, the difference between thirty-three (33%) percent of the Settlement Amount and the amount of the Court's Attorney Fee/Litigation Cost Award shall remain as part of the Settlement Amount and be subject to distribution according to the terms of this Agreement.

E. Class Representative Awards

2.13 At the Final Court Approval Hearing, Representative Plaintiffs and Class Counsel may make written application to the Court for a total award not to exceed twenty thousand dollars (\$20,000.00), as follows: (a) Class Representative Awards in an aggregate amount not to exceed twenty thousand dollars (\$20,000.00) to be paid to each Representative Plaintiff for his or her service as a class representative in the Action, with the following proposed amounts: CANDI AUSMAN ten thousand dollars (\$10,000.00) and SHAWN HARRIS ten thousand dollars (\$10,000.00). Defendants agree not to file a written opposition to such application. Any Class Representative Award shall be in addition to the Benefit Check to which the Representative Plaintiff is entitled as a Class Member. Any Class Member may object to the Class Representative Awards application, in whole or in part, personally or through counsel. The Parties agree that the Court shall determine the amount, if any, of the Class Representative Awards.

2.14 Representative Plaintiffs agree that their agreement to this Settlement is not conditioned upon the possibility of receiving a Class Representative Award in any amount, and acknowledges that he or she is bound by this Agreement and supports this Settlement even in the absence of a Class Representative Award. Representative Plaintiffs and Class Counsel agree that the application for the Class Representative Award will be based upon the work performed by, and risks undertaken by, the Representative Plaintiffs in the prosecution of this Litigation.

F. Final Court Approval Hearing

2.15 At the time appointed by the Court, Representative Plaintiffs and Class Counsel shall move the Court to enter a Final Approval Order which order shall (a) finally approve the Settlement as fair, reasonable, and adequate; (b) give the terms of the Settlement final and complete effect; (c) find that all requirements of any statute, rule, and state and federal Constitutions necessary to effectuate this Settlement have been met and satisfied; (d) allow the Court to make a determination regarding Class Counsel attorneys' fees and Class Representative Awards, if any if Class Counsel makes timely application regarding the same; and (d) otherwise enter final judgment in the Litigation. Defendants agree not to oppose the entry of the Final Approval Order.

III. SETTLEMENT BENEFITS

3.01 Except as otherwise provided in this Agreement, each Class Member shall be sent a Benefit Check. The "Benefit Balance" shall be calculated as the Settlement Amount less any and all Settlement Administration Costs, Representative Plaintiff Awards, and Attorneys' Fee/Litigation Cost Award; Class Counsel shall then calculate the Settlement Share payable to each Class Member on a pro rata basis as the amount of unlawful rent increases suffered by the Class Member during the Class Period. In the event the Settlement Amount is less than the rent overcharges for Class Members or the Settlement Amount is equal to the rent overcharges for Class Members, the Settlement Amount will be apportioned pro rata in equal share per Class Member. If the Settlement Amount exceeds the rent overcharges for Class Members, or Class Members do not negotiate their Benefit Check within ninety (90) days of their date of issue, then

any remainder of the Settlement Amount including excess and/or unclaimed funds will be disbursed pursuant to Code of Civil Procedure section 384 and not revert to Defendants.

3.02 All eligible Class Members shall receive a Benefit Check in the amount calculated in Paragraph 3.01.

3.03 Notwithstanding paragraphs 3.01 through 3.02 above and any other provisions of this Settlement Agreement, no Benefit Check shall be provided to any Class Member (a) whose Class Notice is returned by the Postal Service as undeliverable without a forwarding address on the face of the returned mail; (b) as to whom Class Counsel does not identify, and (c) who does not otherwise make themselves known to Class Counsel prior to the Final Court Approval Hearing.

3.04 No later than five (5) business days after the Final Court Approval Hearing, Defendants shall pay the balance of the Settlement Amount to Class Counsel. Class Counsel shall deposit the balance in its client trust account and shall use and disburse such funds for settlement purposes only in accordance with the terms of this Agreement. At the Final Court Approval Hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that ten 10% percent of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the distribution process to Class Members and Court approval of a final accounting.

3.05 Subject to the terms and conditions of the Agreement, Class Counsel shall mail or otherwise provide a Benefit Check in the amount calculated by Class Counsel pursuant to paragraph 3.01 to each eligible Class Member. The Benefit Check shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by Class Counsel prior to the Final Court Approval Hearing. If a Class Member loses a Benefit Check, Class Counsel shall, upon presentation of appropriate proof, issue a replacement Benefit Check to the Class Member and may in its discretion, stop payment on the earlier Benefit Check. All Benefit Checks issued pursuant to this paragraph shall be void if not negotiated within ninety (90) calendar days of their date of issue, and shall contain a legend to that effect. Benefit Checks issued pursuant to this paragraph that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued. In entering into this Settlement Agreement, Representative Plaintiffs and Class Counsel agree, on behalf of all Class Members and the Class, that those Class Members who do not negotiate Benefit Checks within ninety (90) calendar days of their date of issue shall completely and irrevocably waive and release any rights or entitlement to receive the Settlement Share from the Settlement, to the maximum extent permitted by law and shall be bound by the Final Court Approval Hearing Order and Judgment. In the event that one or more Benefit Checks are not negotiated within ninety (90) calendar days, or any unclaimed funds remain for any other reason, the resulting unclaimed portion of the Benefit Balance shall be paid to a *cy pres* recipient approved by the Court.

3.06 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel may transfer ninety (90) percent of the Attorney Fee/Litigation Cost Award to be determined by the Court from Class Counsel's client trust account to its business checking account.

3.07 Subject to the terms and conditions of this Agreement, within ten (10) days after the Final Court Approval Hearing, Class Counsel shall pay the Class Representative Awards ordered by the Court, if any, by check made payable to each Plaintiff receiving an award.

3.08 Class Counsel's obligations with respect to the distribution of Benefit Checks, the Attorney Fee/Litigation Cost Award, if any, and the Class Representative Awards, if any, shall be performed reasonably and in good faith.

IV. RELEASE

4.01 Upon final approval by the Court, and except as to such rights or claims as may be created by this Agreement, the Representative Plaintiffs and Class hereby irrevocably and unconditionally release and forever discharge Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the Parties, from any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, arising from any and all claims related to or arising from Plaintiffs' Class Action Complaint for Damages and Injunctive Relief ("Complaint").

4.02 The release set forth in Paragraph 4.01 above covers all remedies that could be claimed for the causes of action described in the Complaint, including but not limited to, statutory, constitutional, contractual and common law claims for, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. The release will cover all statutory violations that were or could have been claimed in the Complaint.

4.03 Upon Final Approval by the Court, Representative Plaintiffs and every Class Member shall be deemed to have acknowledged and agreed that their claims for damages in this Action are disputed, and that the Representative Plaintiffs and every Class Member's individual settlement constitutes payment of all sums allegedly due him or her from Defendants related to or arising from the Complaint.

V. REPRESENTATIONS AND WARRANTIES

5.01 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Representative Plaintiffs and Class Counsel represent and warrant to Defendants that Representative Plaintiffs and Class Counsel shall use their best efforts to cause the Court to grant Preliminary and Final Approval of this Agreement and take or join in such other steps as may be necessary to implement this Agreement and to effectuate the Settlement.

5.02 Representative Plaintiffs, Class Counsel and Defendants represent and warrant that he, she, it or they are fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each person executing this Agreement on behalf of a Party,

entity, or other person(s) covenants, warrants, and represents that he, she, or it has been fully authorized to do so by that Party, entity, or other person(s). Each Party represents and warrants that he, she, it or they intend to be bound fully by the terms of this Agreement.

5.03 Until and unless this Agreement is terminated or otherwise ordered by the Court, or if Final Approval is not achieved, Defendants represent and acknowledge to Representative Plaintiffs that they will not oppose the Settlement, Preliminary Approval and/or Final Approval.

5.04 Each Party and its counsel acknowledges and agrees that each other Party and Released Person is relying upon the representations and warranties in this Agreement in entering into the Agreement. If any person is alleged to have breached any of the representations or warranties in this paragraph V, the Court shall retain jurisdiction to hear and determine any action or proceeding by a Party against such person for breach and/or any Party's request for a remedy for such breach, including without limitation rescissionary, equitable and injunctive relief.

VI. TERMINATION

6.01 This Agreement shall be terminable in the event that (1) the Court fails to enter either of the approval orders contemplated in this Agreement, or if the Court fails to approve the Settlement substantially as written and agreed to by the Parties, including but not limited to a failure to approve the Preliminary Approval Order or the Final Court Approval Hearing Order. The Agreement also shall be terminable upon the mutual agreement of all Representative Plaintiffs and all Defendants.

VII. MISCELLANEOUS PROVISIONS

7.01 This Agreement reflects, among other things, the compromise and settlement of disputed claims and defenses among the Parties hereto, and nothing in this Agreement or any action taken to effectuate this Agreement is intended to be, or may be used as, an admission or concession of liability of any Party or third party, of the validity of any claim.

7.02 This Agreement is entered into only for purposes of settlement. In the event that Final Approval of this Agreement and this Settlement does not occur for any reason, this Agreement shall be treated as a confidential and inadmissible settlement communication pursuant to Evid. Code §1152, and shall be without further force or effect. In that event, the status of the Litigation shall revert to the state they were in on April 20, 2018, the pleadings shall revert to that date, and the agreements contained in this Agreement shall not be admissible, cited or relied upon as an admission as to any matter in the case; the Parties shall have all rights, claims and defenses that they had or were asserting as of April 20, 2018; and all deadlines shall be deemed to have been tolled as of April 20, 2018.

7.03 The Parties agree that all negotiations, communications and statements leading to this Agreement were pursuant to confidential settlement negotiations and were for settlement purposes only, and shall not be offered or be admissible in evidence by or against any other Party or cited or referenced by Class Counsel or Defendants in any other action or proceeding against Defendants or Plaintiffs.

7.04 This Agreement is intended to and shall be governed as a contract executed under the laws of the State of California.

7.05 The terms and conditions set forth in this Agreement constitute the integrated, complete and exclusive agreement between the Parties hereto, and may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial or other proceeding to interpret or enforce this Agreement. Any modification of the Agreement must be confirmed and executed in writing by all Parties and served upon Counsel for the Defendants and Class Counsel.

7.06 This Agreement shall be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

7.07 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement, or a waiver by any other Party.

7.08 In the event that any term or provision of this Agreement is determined by the Court to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement, and said remaining terms and provisions shall remain in full force and effect.

7.09 All parties waive their right to file any type of appeal in this action.

7.10 This Agreement shall become effective upon its signature by Representative Plaintiffs, Class Counsel and Defendants, except for those provisions that require approval from the Court to be effective. Scanned and fax signatures shall be effective as original signatures to bind a signatory. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

7.11 No representations or advice regarding the tax consequences of this Agreement have been made by any Party. The Parties further understand and agree that each Party, shall be responsible for his, her, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement.

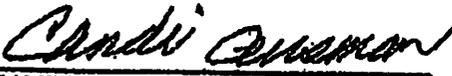
7.12 This Agreement and any order issued by the Court pursuant to this Agreement shall be enforceable pursuant to Civ. Proc. Code §664.6. Although the Court may enter a judgment, the Court shall retain jurisdiction over the interpretation, effectuation, enforcement, administration, and implementation of this Agreement.

7.13 Defendants and Representative Plaintiffs acknowledge that they have been represented and advised by legal counsel throughout the negotiations that have culminated in the execution of this Agreement, and that they have voluntarily executed the Agreement with the consent of and on the advice of counsel. The Parties have negotiated and reviewed fully the terms of this Agreement.

///

VIII. SIGNATURES

Date: 10-30-2018


CANDI AUSMAN, Plaintiff

Date:

SHAWN HARRIS, Plaintiff

Date: 11/6/18



Authorized Agent for Defendant COUNTRYWOOD, LLC,

Date: 11/6/18



Authorized Agent for Defendant COUNTRYWOOD APARTMENTS

Date: 11/6/18



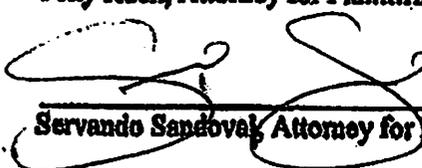
Authorized Agent for Defendant WOODMONT COMPANIES

APPROVED AS TO FORM:

Date:

Tony Ruch, Attorney for Plaintiffs

Date: 11/6/18



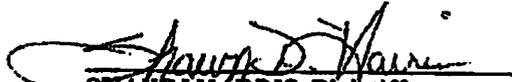
Servando Sandoval, Attorney for Defendants

VIII. SIGNATURES

Date:

CANDI AUSMAN, Plaintiff

Date: 10/31/2018



SHAWN HARRIS, Plaintiff

Date:

Authorized Agent for Defendant COUNTRYWOOD, LLC.

Date:

Authorized Agent for Defendant COUNTRYWOOD
APARTMENTS

Date:

Authorized Agent for Defendant WOODMONT
COMPANIES

APPROVED AS TO FORM:

Date: 10/31/18



Tony Ruch, Attorney for Plaintiffs

Date:

Servando Sandoval, Attorney for Defendants

EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
CANDI AUSMAN, et al., v. COUNTRYWOOD, LLC, et al., RG15758204**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU LIVED AT 4555 THORTON AVENUE, FREMONT, CA, AT ANY TIME FROM FEBRUARY 11, 2011 THROUGH JULY 13, 2016, AND RECEIVED A NOTICE TO INCREASE YOUR RENT, THIS NOTICE AFFECTS YOUR RIGHTS; PLEASE READ IT CAREFULLY.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS ACTION.

THIS IS NOT A SOLICITATION. THIS IS NOT A LAWSUIT AGAINST YOU. YOU ARE NOT BEING SUED. A COURT AUTHORIZED THIS NOTICE. BUT THE FOLLOWING DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF THE COURT'S VIEWS ON THE MERITS OF CLAIMS OR DEFENSES RAISED BY THE PARTIES.

I. INTRODUCTION

You are receiving this notice because you may have lived at 4555 Thorton Avenue, Fremont, CA ("Premises"), and received a notice to increase your rent from February 11, 2011 through July 13, 2016. The purpose of this notice is to notify you of the existence and settlement of a lawsuit, filed on February 11, 2015, by Candi Ausman and Shawn Harris ("Plaintiffs"), against Countrywood, LLC, Countrywood Apartments, Woodmont Companies ("Defendants").

Plaintiffs received notices to increase their rent while living at the Premises and filed a class action lawsuit alleging that Defendants notices to increase rent were unlawful because said notices failed to include specific language required by the City of Fremont's Residential Rent Increase Dispute Resolution Ordinance ("RRIDRO"). Plaintiffs sought to pursue such claims on behalf of all tenants who lived at the Premises and received a notice to increase rent in violation of the RRIDRO from February 11, 2011 through July 13, 2016. Defendants dispute and deny the allegations in the lawsuit in all respects.

This notice informs you of the terms of the pending settlement agreement ("Settlement Agreement") and your rights under it. Please read it carefully. This notice provides instructions on the options available to you.

II. CERTIFICATION AND HEARING

On November 7, 2018, the Court granted preliminary approval for the settlement of this action and scheduled a hearing on final approval of the settlement for January 9, 2019 at 9:00 a.m. This hearing will take place at Department 17 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. Members of the class, including you,

can express their views on the settlement at or before the hearing, but you are not required to do so, and no appearance at the hearing is required.

III. PUBLICATION OF THIS NOTICE

Plaintiffs brought this action as a putative class action. In class actions, one or more persons bring claims on behalf of themselves and others who are in similar situations or have similar claims. In other words, Plaintiffs are seeking to represent those who are similarly situated and thus may also have similar or related claims. In order to ensure that class members are given an adequate opportunity to protect their rights, this notice is being mailed to all known addresses and emails addresses of class members. This notice concerns the resolution of this lawsuit and your associated rights.

IV. DESCRIPTION OF THE UNDERLYING CLAIMS

Defendants own and operate the Premises which is a one hundred thirty-seven-unit residential apartment complex located in Fremont, CA. Plaintiffs previously resided at the Premises and received notices to increase rent which failed to include specific language required by the RRIDRO.

Plaintiffs filed this class action on February 11, 2015. The lawsuit alleged that Defendants issued notices to increase rent which were unlawful because they were in violation of the RRIDRO. On July 13, 2016, the Court certified this action as a class action and the class was defined as follows: "All tenants who lived at the Premises and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which did not contain the relevant language from the RRIDRO."

Defendants denied all allegations in the lawsuit. In light of the litigation, discovery, and motion practice, and trial proceedings thus far, Plaintiffs and their counsel worked with Defendants and their counsel to resolve the litigation through settlement. Subject to court approval, the parties have entered a Settlement Agreement that provides for settlement of the class of all tenants who lived at the Premises and, at any time from February 11, 2011 through July 13, 2016, received at least one notice of change of terms of tenancy which did not contain the relevant language from the RRIDRO and that provides the benefits described below.

V. RELIEF FOR SETTLEMENT CLASS

On behalf of the members of the class, Plaintiffs reached a voluntary Settlement Agreement with Defendants. Neither Defendant nor any of its officers or directors have admitted any liability or wrongdoing. A full copy of the Settlement Agreement and other public documents filed with the Court with regard to this action can be viewed online at www.awolfflaw.com.

Under the terms of the Settlement Agreement, Defendants have agreed that, subject to final approval by the Court, Defendants will provide relief in the total, gross value of \$300,000.00. Subject to final approval by the Court, Andrew Wolff and Tony Ruch, LAW

OFFICES OF ANDREW WOLFF, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612, who served as Plaintiffs' counsel in the underlying class action lawsuit ("Class Counsel") also seeks to act as the settlement administrator in this case as a savings control measure. As the settlement administrator, Class Counsel shall calculate the amount of rent overcharges payable to each eligible class member on a pro rata basis during the class period. In the event the total settlement amount is less than the rent overcharges for class members or the total settlement amount is equal to the rent overcharges for class members, the total settlement amount will be apportioned pro rata in equal share per Class Member. If the total settlement amount exceeds the rent overcharges for class members, or class members do not negotiate their check within ninety (90) days of their date of issue, then any remainder of the total settlement amount including excess and/or unclaimed funds will be disbursed to a non-profit(s) and not revert to Defendants. At the final court approval hearing, Class Counsel may make written application to the Court for an award of attorneys' fees and actual litigation costs incurred in the prosecution of this action for up to thirty-three percent of the \$300,000.00 settlement amount. At the final court approval hearing, if the Court grants an award of attorneys' fees to Class Counsel, the Court will order that 10% of any attorneys' fee award be kept in Class Counsel's trust fund until the completion of the distribution process to class members and Court approval of a final accounting. Class members will not be required to separately compensate Class Counsel for their fees and costs. At the final court approval hearing, Class Counsel may also make written application to the Court for an award not to exceed \$20,000.00 to be paid to the two representative plaintiffs for their service as a class representative. The settlement administration costs shall be paid exclusively from the settlement amount.

VI. RELEASES

Provided the Court approves the settlement and enters the requested judgment, all members of the class shall be bound by the Settlement Agreement and judgment. Under this judgment, all class members who did not submit a timely and valid opt-out request at the class certification stage of this litigation shall be deemed to have forever released and discharged Defendants from all claims that were asserted, or could have reasonably been asserted in this action based on the facts alleged. This release includes claims based on or arising out Defendants issuing notices to increase rents to Plaintiffs which were unlawful because they were in violation of the RRIDRO.

Defendants releasees means Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the parties. The released claims include, any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of this Settlement Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, arising from any and all claims related to or arising from Plaintiffs' Class Action Complaint for Damages and Injunctive Relief.

VII. THE RIGHTS OF CLASS MEMBERS

If you received a notice to increase your rent which failed to include specific language required by the RRIDRO while living at the Premises from February 11, 2011 through July 13, 2016, and you paid increased rent after receiving such a type of notice, you are a member of this class action. You do not need to do anything to receive a refund regarding any rent overcharge you paid during the class period. Subject to the Court's preliminary approval of the Settlement Agreement, , Class Counsel as the settlement administrator shall issue a check regarding rent overcharges paid during the class period to each eligible class member as calculated above in section V.

Although under no obligation to do so, class members may participate in the lawsuit at their own expense by obtaining their own attorneys, i.e., class members can seek to intervene in this action and appear as a party (class members who choose this option will be responsible for any attorney fees or costs incurred as a result of this election). Class members may also object to any particular aspect of the settlement including the fact that Class Counsel seeks to act as the settlement administrator as a savings control measure by mailing a letter explaining the objection to the settlement administrator at the address below by December 16, 2018:

**LAW OFFICES OF ANDREW WOLFF, P.C.,
Ausman v. Countrywood, LLC Class Action
1615 Broadway, 4th Floor
Oakland, CA 94612**

The failure of any class member to file a written objection to any particular aspect of the settlement will not waive a class member's right to orally object to the Settlement at the final approval hearing on January 9, 2018 at 9:00 a.m. Class members may, but are under no obligation to hire an attorney to object to the settlement.

VIII. FINAL COURT APPROVAL HEARING

The Court will hold a final court approval hearing on whether to grant final approval of this settlement on January 9, 2019 at 9:00 a.m. This hearing will take place at Department 17 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. You are not required to attend this hearing to participate in or object to the settlement.

IX. CLASS COUNSEL AND SETTLEMENT ADMINISTRATOR

The attorneys acting as class counsel and the settlement administrator in this action are Andrew Wolff and Tony Ruch, LAW OFFICES OF ANDREW WOLFF, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612.

X. EXAMINATION OF PAPERS FILED IN THIS ACTION

Members of the public may inspect important documents regarding this class action online at www.awolfflaw.com.