

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Victor Fernandez, et al., v. Villas Papillon, LLC, RG13683606

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

A COURT AUTHORIZED THIS NOTICE. THIS IS NOT AN ADVERTISEMENT. THIS IS NOT A LAWSUIT AGAINST YOU. YOU ARE NOT BEING SUED. PLEASE DO NOT CONTACT THE COURT REGARDING THIS ACTION.

I. INTRODUCTION

You are receiving this notice because your rights may be affected by the settlement (“Settlement”) of a class action lawsuit; please read it carefully. You may reside or have resided in 4022 Papillon Terrace, Fremont, CA (“Villas Papillon Apartments”) and received a rent increase during June 14, 2009 through January 16, 2015. The purpose of this notice is to notify you of the existence and settlement of a class action lawsuit, filed on June 14, 2013, by Victor Fernandez and Seifeddin Aburas (“Plaintiffs”), against Villas Papillon, LLC, (“Defendant”).

Defendant owns and operates the Villas Papillon Apartments which is a 69 unit residential apartment complex located in Fremont, CA. One plaintiff currently resides at the Villas Papillon Apartments and another plaintiff formerly lived there, Plaintiffs received multiple rent increases and filed a class action lawsuit. Said lawsuit alleges that Defendant’s rent increases were unlawful because said rent increases failed to include specific language required by the City of Fremont Residential Rent Increase Dispute Resolution Ordinance (“RRIDRO”). Plaintiffs seek to pursue such claims on behalf of all tenants who did not execute release agreements with Defendant, who lived in the Villas Papillon Apartment and received a rent increase in violation of the RRIDRO from June 14, 2009 through January 16, 2015. Defendant denies any wrongdoing.

On June 16, 2015, the Court certified this action as a class action. On April 25, 2017, a judgment was entered against Defendant. On May 29, 2019, the Court of Appeal, First Appellate District, Division Five vacated the judgement, the class certification order and remanded back to the Court for further proceedings. The Court has provisionally certified this action as a class action. In light of the litigation, discovery, previous trial, and appellate proceedings that has occurred thus far, Plaintiffs and their counsel worked with Defendant and their counsel to resolve the litigation through settlement and the settlement benefits are described below. This notice informs you of the terms of the settlement and your rights under it. The Court has not yet ruled on the merits of the claims. This means that there has been no ruling as to who wins and who loses. This notice provides instructions on the options available to you.

II. WHO IS INCLUDED IN THE CLASS AFFECTED BY THIS SETTLEMENT

The class of persons affected by the Settlement is defined as follows: All tenants who did not execute release agreements with Defendant, who lived in the Villas Papillon Apartments, and who, at any time from June 14, 2009 through January 16, 2015, received a rent increase notice which notice did not contain language required by the RRIDRO.

III. RELIEF FOR SETTLEMENT CLASS

Plaintiff and Defendants have agreed to Settlement in this action. The following is a summary of the Settlement. A full copy of the Settlement 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, Defendant has agreed subject to final approval by the Court, to provide relief in the amount of \$125,000.00. The Settlement provides that each household will be allocated \$2,000.00 to be divided by any tenants in a respective household who sign and return the document labeled "Declaration" and enclosed with this notice. If class members do not negotiate their check within 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 non-profit organizations subject to Court approval and not revert to Defendant. Subject to final approval by the Court, Andrew Wolff and Tony Ruch of the Law Offices of Andrew Wolff, P.C, 1615 Broadway, 4th Floor, Oakland, CA, who served as Plaintiffs counsel in the underlying class action lawsuit ("Class Counsel") also seek to act as the settlement administrator in this action as a savings control measure.

At the final court approval hearing, Class Counsel may make written application to the Court for an award of attorneys' fees incurred in the prosecution of this action for up to \$50,000.00 which is 40% of the \$125,000.00 settlement amount and for costs. 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 \$4,000.00 to be paid to each respective plaintiff for their service as a class representative. The settlement administration costs shall be paid exclusively from the settlement amount.

IV. RELEASES

All class members who do not submit a timely and valid opt out request described below will release (i.e., discharge) Defendant from all claims of liability that were made or could have been made in this action arising from or relating to the subject matter of this action. Specifically, each class member will release and forever discharge Defendant, as well as its 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 the Agreement, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, that were raised or could have been raised based on the allegations of Plaintiffs class action complaint or first amended class action complaint.

V. FINAL APPROVAL HEARING

The final approval hearing will occur on **November 5, 2021 at 10:00 a.m.**, in Department 21 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. The hearing may be adjourned or continued without further notice.

VI. WHAT ARE MY OPTIONS

A. You Can Participate in the Settlement.

If you received a notice to increase rent which failed to include specific language required by the RRIDRO while living in the Crossroads Village Apartments from June 14, 2009 through January 16, 2015, and did not execute a release agreement with Defendant, you are a member of this class action. In order to receive payment, you must include your current address in the document labeled “**Declaration**” enclosed with this notice, sign it and return it to Settlement Administrator, Antonio v. Crossroads Village, 1615 Broadway, 4th Floor, Oakland, CA 94612, no later than **September 7, 2021**. The settlement administrator will then send you a check.

You have the right but are not required, to appear at the final approval hearing and give your views on whether the Settlement should be approved. You may retain an attorney to represent you at your own expense if you choose, but you are not required to do so. If you do not retain a separate attorney, then your interests will be represented by Class Counsel at the final approval hearing, or you may represent yourself. If you want to participate in the Settlement, no further action on your part is required.

B. You Can Opt Out of the Settlement.

You have the right to exclude yourself (“Opt Out”) from the Settlement class, meaning you will not receive a payment but will retain your individual right to sue based on the subject matter of this action. To Opt Out, you must completely fill out the enclosed **Notice of Intention to Opt Out of Settlement and Class**. Please be sure to include your name, current address, telephone number, email and signature. Your Opt Out request must be postmarked by **September 7, 2021** and mailed to the settlement administrator, Antonio v. Crossroads Village, 1615 Broadway, 4th Floor, Oakland, CA 94612. Once you are excluded, you will not receive money from the Settlement, you may not object to the Settlement and you will not be legally bound by anything that happens in this action.

C. You Can Object to the Settlement if You Do Not Opt Out.

If you do not Opt Out, you have the right to object to the Settlement. Your objection must be in writing and mailed to the settlement administrator, Antonio v. Crossroads Village, 1615 Broadway, 4th Floor, Oakland, CA 94612. Your objection must be postmarked by **September 7, 2021**. Your failure to file a written objection regarding any particular aspect of the Settlement will not waive your right to orally object to the Settlement at the final approval hearing, so long as you give notice to the Court and Plaintiff’s counsel no later than 10:00 a.m. two days before the final approval hearing of your intent to appear in order to make an oral

objection to the Settlement. The Court may be contacted by email at dept21@alameda.courts.ca.gov. If the final approval hearing will be conducted remotely as a result of the Covid-10 pandemic, the Court will send you a responsive email with instructions regarding how to participate remotely.

VII. CLASS COUNSEL

The attorneys acting as Class Counsel in this action are Andrew Wolff and Tony Ruch, Law Offices of Andrew Wolff, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612, (510) 834-3300, andrew@awolfflaw.com and tony@awolfflaw.com.

VIII. EXAMINATION OF PAPERS FILED IN THIS ACTION

Members of the public may inspect important documents regarding this class action online at www.awolfflaw.com. The pleadings and other records in this litigation, including the Agreement, may be examined online on the Alameda County Superior Court’s website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the 'Search By Case Number ' link, then enter ***** as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

IX. SUMMARY OF IMPORTANT DATES

September 7, 2021	Last day to submit Opt Out Form
September 7, 2021	Last day to submit declaration
September 7, 2021	Last day to submit objection to Settlement
November 5, 2021	Final approval hearing