

1 reasonable. The Court has reviewed the monetary relief, and it appears the Settlement was
2 reached through non-collusive, arms-length negotiations and is within the range of
3 reasonableness that could be given final approval by this Court. It further appears that the parties
4 have conducted adequate investigation, discovery, and litigation in this action, such that they are
5 able to reasonably evaluate the action. It also appears that Settlement at this time will avoid
6 potentially significant costs, delays, and risks presented by further litigation of the action.

7 3. On June 29, 2016, the Honorable Judge George Hernandez, Jr., certified the Class,
8 however, the definition of the Class was modified by the First Appellate District, Division Five,
9 on June 26, 2019. Specifically, the class ("Class") now consists of all tenants who did not
10 execute release agreements, who lived in the apartment complex located at 39438 Stratton
11 Common, Fremont, CA, and who, at any time from January 9, 2010 through June 2016, received
12 at least one notice of change of terms of tenancy which notice did not contain language required
13 by the City of Fremont Residential Rent Increase Dispute Resolution Ordinance.

14 4. On June 29, 2016, the Honorable Judge George Hernandez, Jr., appointed plaintiff
15 Agustin Antonio as the class representative, and Plaintiff's counsel, the Law Offices of Andrew
16 Wolff, P.C., as Class Counsel. The appellate opinion did not change these two rulings.

17 5. Class Counsel is authorized to act on behalf of class members ("Class Members")
18 with respect to all acts or consents required by, or that may be given pursuant to, the Settlement
19 and such other acts reasonably necessary to consummate the Settlement. Any Class Member
20 may enter an appearance through counsel of their own choosing and at their own expense. Any
21 Class Member who does not enter an appearance or appear on their own, and who does not
22 exclude themselves from the Settlement, will be represented by class counsel.

23 6. The Court hereby approves, as to both form and content, the class notice ("Class
24 Notice") of the Settlement, the notice of intention to opt out of Settlement ("Opt Out Form") and
25 declaration to be distributed to Class Members. The Court finds that distribution of the Class
26 Notice, Opt Out Form, and declaration in substantially the manner and form set forth in the
27 Settlement and this order meets the requirements of due process, is the best notice practicable
28 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
thereto. Pursuant to the terms of the Settlement, the parties are hereby directed to provide the
Class Member list to the Settlement Administrator. The Class Notice, Opt Out Form and
declaration are attached to this order as **Exhibit 1**.

1 7. For purposes of the Settlement and as a savings control measure, the Court approves
2 and appoints the Law Offices of Andrew Wolff, P.C. to serve as the Settlement Administrator for
3 purposes of carrying out the notice and settlement administration processes.

4 8. The Settlement Administrator shall: (1) maintain a settlement website with the
5 complaint, Settlement, Class Notice, Opt Out Form, sample declaration, and this order; (2)
6 perform electronic address searches for Class Members before mailing the Class Notice, Opt Out
7 Form and declaration; (3) mail the Class Notice, Opt Out Form and declaration to each Class
8 Member; (4) for any Class Notice that is returned as undeliverable, run an additional address
9 check, and if an updated address is found, remail the Class Notice, Opt Out Form and
10 declaration; and (5) track Class Member requests for exclusion from class and objections.

11 9. Any Class Member may choose to be excluded from the Class by following the
12 instructions for requesting exclusion from the Class set forth in the Class Notice within sixty (60)
13 days of the date on which the Settlement Administrator mails the Class Notice. Any such person
14 who chooses to be excluded from the Class will not be entitled to any recovery under the
15 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
16 comment thereon. Absent good cause found by the Court, Class Members who have not timely
17 requested exclusion shall be bound by the Settlement and all decisions, orders, and judgments of
18 this Court.

19 10. Any Class Member who has not opted out of the Settlement may appear at the final
20 approval hearing and may object to or express their views regarding the Settlement, and may
21 present evidence and file briefs or other papers that may be proper and relevant to the issues to
22 be heard and determined by the Court as provided in the Class Notice and the Settlement. It is
23 not necessary for a Class Member to appear at the final approval hearing. The failure of any
24 Class Member to file a written objection regarding any particular aspect of the Settlement will
25 not waive a Class Member's right to orally object to the Settlement at the final approval hearing.

26 11. A final approval hearing shall be held before this Court on **November 5, 2021** at
27 **10:00 a.m.**, in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street,
28 Oakland, CA, 94612, to determine all necessary matters concerning the Settlement, including: (a)
whether the proposed Settlement of the action on the terms and conditions provided for in the
Settlement is fair, adequate, and reasonable and should be finally approved by the Court; (b)
whether a judgment, as provided in the Settlement, should be entered herein; and (c) whether to

1 approve the requested settlement administration costs, service awards for the class
2 representative, and litigation costs and attorneys' fees for class counsel. In order to ensure that
3 all interested parties have been heard and all matters considered, the final approval hearing may
4 continue to an additional date or dates at the Court's discretion upon proper notice.

5 12. Class Counsel have proposed that any cy pres award be distributed in equal parts to
6 the Legal Access Program of the Alameda County Bar Association and the Housing Industry
7 Foundation to fund legal services for tenants in Alameda County. The Court hereby
8 preliminarily approves the following as cy pres beneficiaries: _____
9 _____

10 13. The Court in its discretion may determine that any Class Member who fails to comply
11 with this order, the Class Notice, or the Settlement shall not be heard at the final approval hearing.

12 14. All other events contemplated by the Settlement to occur after this order and before the
13 final approval hearing, shall be governed by the Settlement.

14 15. As of the date this order is signed, all dates and deadlines associated with the action
15 shall be stayed, other than those pertaining to the administration of the Settlement.

16 16. In the event that final approval of this Settlement does not occur for any reason, the
17 parties shall have all rights, claims, and defenses that they had as of the date of execution of the
18 Settlement, and all litigation deadlines shall be deemed to have been tolled as of the date of
19 execution of the Settlement.

20 17. The Court reserves the right to adjourn or continue the dates provided for in the
21 Settlement Agreement without further notice to Class Members, and retains jurisdiction to
22 consider all further applications arising out of or connected with the proposed Settlement. The
23 Court reserves the right to approve the Settlement with such modifications, if any, as may be
24 agreed to by Plaintiff and defendants, or in the Court's discretion, and without further notice to
25 the Class Members.

26 18. Dates for performance

| DATE | ACTION TO BE COMPLETED |
|--------------------------|---|
| July 1, 2021 | Deadline to mail Class Notice, Opt Out Form and declaration |
| September 7, 2021 | Deadline to opt out |
| September 7, 2021 | Deadline to submit objection to Settlement |

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October 8, 2021

Deadline to file attorneys' fees application

October 8, 2021

Deadline to file motion for final approval

November 5, 2021

Final approval hearing

IT IS SO ORDERED.

Dated: *June 16, 2021*

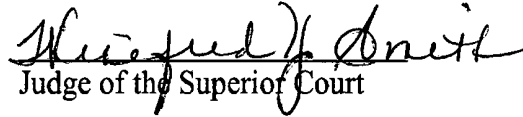

Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Agustin Antonio v. Crossroads Village, LLC, RG14709405

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 39438 Stratton Common, Fremont, CA (“Crossroads Village Apartments”) and received a rent increase during January 9, 2010 through June 2016. The purpose of this notice is to notify you of the existence and settlement of a class action lawsuit, filed on January 9, 2014, by Agustin Antonio (“Plaintiff”), against Crossroads Village, LLC, (“Defendant”).

Defendant owns and operates the Crossroads Village Apartments which is a 223 unit residential apartment complex located in Fremont, CA. Plaintiff formerly lived in the Crossroads Village Apartments, 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”). Plaintiff seeks to pursue such claims on behalf of all tenants who did not execute release agreements with Defendant, who lived in the Crossroads Village Apartment and received a rent increase in violation of the RRIDRO from January 9, 2010 through June 2016. Defendant denies any wrongdoing.

On June 26, 2018, the Court certified this action as a class action. On January 4, 2018, a judgment was entered against Defendant. On June 26, 2019, the definition of the class was modified by the Court of Appeal, First Appellate District, Division Five. The 2019 appellate opinion remanded this action back to this Court for recalculation of damages for class members who did not execute release agreements with Defendant, who lived in the Crossroads Village Apartment and received a rent increase in violation of the RRIDRO from January 9, 2010 through June 2016. In light of the litigation, discovery, previous trial, and appellate proceedings that has occurred thus far, Plaintiff and his counsel worked with Defendant and its 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 any damages owed to class members. This means that there has been no ruling as to how much money any class member may receive. 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 Crossroads Village Apartments,

and who, at any time from January 9, 2010 through June 2016, 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 Plaintiff's 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 Plaintiff for his 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 Plaintiff's 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 January 9, 2010 through June 2016, 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 |

**Agustin Antonio v. Crossroads Village, LLC, et al.,
Case No.: RG14709405**

NOTICE OF INTENTION TO OPT OUT OF SETTLEMENT AND CLASS

1. Full Name: _____
2. Current Address: _____
3. Telephone Number: _____
4. Email Address: _____

I wish to be excluded from the class and settlement in this class action. I understand that by excluding myself from this action I waive any and all rights that I may have to receive any money from this class action.

Dated: _____

Print your name

Sign your name

Please mail this completed form to: Settlement Administrator, Antonio v. Crossroads Village, 1615 Broadway, 4th Floor, Oakland, CA 94612, no later than **September 7, 2021**.

**Agustin Antonio v. Crossroads Village, LLC, et al.,
Case No.: RG14709405**

DECLARATION

I hereby declare as follows:

1. I have personal knowledge of the facts set forth herein, and, if called as a witness could and would competently testify thereto under oath.
2. I was a resident of the Crossroads Village Apartments during the class period.
3. I am a member of the class in this action.
4. My current address is _____.
5. I acknowledge any check I receive from the Settlement Administrator is due to Settlement of this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Print your name

Sign your name

Please mail this completed form to: Settlement Administrator, Antonio v. Crossroads Village, 1615 Broadway, 4th Floor, Oakland, CA 94612, no later than **September 7, 2021**.