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ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

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

11 VICTOR FERNANDEZ, and SEIFEDDIN
12 ABURAS, suing individually for themselves
and on behalf of others similarly situated,

13 Plaintiffs,

14 v.

15 VILLAS PAPILLON, LLC, et al.,

16 Defendants,

Case No. RG13683606

CLASS ACTION ASSIGNED FOR ALL
PURPOSES TO JUDGE WINIFRED SMITH
DEPARTMENT 21

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

18 The motion of plaintiffs Victor Fernandez and Seifeddin Aburas ("Plaintiffs") for an
19 order preliminarily approving the settlement of this putative class action came on regularly for
20 hearing on June 4, 2021 at 10:00 a.m. in Department 21 of the Alameda County Superior Court.
21 Having read the motion, the memoranda, the declarations and having heard argument of counsel,
this Court finds:

22 (1) That the parties to this action have agreed, subject to Court approval, to a settlement
23 of this class action upon the terms and conditions set forth in the class action settlement
24 ("Settlement"), a copy of which has been submitted as **Exhibit A** to the declaration of Tony
25 Ruch in support of Plaintiff's motion.

- 26 (2) It is impracticable to bring members of the class (Class") before the Court;
27 (3) The class is ascertainable and is sufficiently numerous to warrant class treatment;
28

1 (4) The questions of law or fact common to the class are substantially similar and
2 predominate over the questions affecting the individual members;

3 (5) The claims or defenses of the representative plaintiffs are typical of the claims or
4 defenses of the class;

5 (6) The representative plaintiffs will fairly and adequately protect the interests of the
6 Class; and

7 (7) A class action is the superior means for adjudicating the claims in this litigation.

8 **IT IS THEREFORE ORDERED THAT:**

9 1. This order incorporates by reference the definitions in the Settlement, and all terms
10 defined therein shall have the same meaning in this order as set forth in the Settlement.

11 2. A class action is proper as to all causes of action of the first amended complaint in
12 this action;

13 3. The Court finds on a preliminary basis that the Settlement is fair, adequate and
14 reasonable. The Court has reviewed the monetary relief, and it appears the Settlement was
15 reached through non-collusive, arms-length negotiations and is within the range of
16 reasonableness that could be given final approval by this Court. It further appears that the parties
17 have conducted adequate investigation, discovery, and litigation in this action, such that they are
18 able to reasonably evaluate the action. It also appears that Settlement at this time will avoid
19 potentially significant costs, delays, and risks presented by further litigation of the action.

20 4. On January 16, 2015, the Honorable Judge George Hernandez, Jr., certified the Class,
21 however, that determination was vacated by the First Appellate District, Division One, on May
22 29, 2019.

23 5. The Class to be provisionally certified is defined as: All tenants who did not execute
24 release agreements, who lived in the apartment complex located at 4022 Papillon Terrace,
25 Fremont, CA, and who, at any time from June 14, 2009 through January 16, 2015, received at
26 least one notice of change of terms of tenancy which notice did not contain language required by
27 the City of Fremont Residential Rent Increase Dispute Resolution Ordinance.

28 6. On June 16, 2015, the Honorable Judge George Hernandez, Jr., appointed plaintiffs
Victor Fernandez and Seifeddin Aburas as the class representatives, and Plaintiff's counsel, the
Law Offices of Andrew Wolff, P.C., as class counsel. Because the May 29, 2019 opinion

1 vacated the class certification aspect of this action, the assignment of Plaintiffs as the class
2 representatives and Plaintiff's counsel as class counsel were also vacated.

3 7. Plaintiffs Victor Fernandez and Seifeddin Aburas Mohammad are now appointed the
4 class representatives.

5 8. The Law Offices of Andrew Wolff, P.C. is now appointed class counsel.

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

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

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

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

13. Any Class Member may choose to be excluded from the Class by following the

1 instructions for requesting exclusion from the Class set forth in the Class Notice within sixty (60)
2 days of the date on which the Settlement Administrator mails the Class Notice. Any such person
3 who chooses to be excluded from the Class will not be entitled to any recovery under the
4 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
5 comment thereon. Absent good cause found by the Court, Class Members who have not timely
6 requested exclusion shall be bound by the Settlement and all decisions, orders, and judgments of
7 this Court.

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

15 15. A final approval hearing shall be held before this Court on **November 5, 2021** at
16 **10:00 a.m.**, in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street,
17 Oakland, CA, 94612, to determine all necessary matters concerning the Settlement, including: (a)
18 whether the proposed Settlement of the action on the terms and conditions provided for in the
19 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; (b)
20 whether a judgment, as provided in the Settlement, should be entered herein; and (c) whether to
21 approve the requested settlement administration costs, service awards for the class
22 representative, and litigation costs and attorneys' fees for class counsel. In order to ensure that
23 all interested parties have been heard and all matters considered, the final approval hearing may
24 continue to an additional date or dates at the Court's discretion upon proper notice.

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

17. The Court in its discretion may determine that any Class Member who fails to comply

1 with this order, the Class Notice, or the Settlement shall not be heard at the final approval hearing.

2 18. All other events contemplated by the Settlement to occur after this order and before the
3 final approval hearing, shall be governed by the Settlement.

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

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

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

16 22. 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
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

21 IT IS SO ORDERED.

22 Dated: June 16, 2021

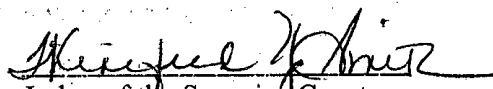

23 Judge of the Superior Court

EXHIBIT 1

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

**Victor Fernandez, et al., v. Villas Papillon, LLC,
Case No.: RG13683606**

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, Fernandez v. Villas Papillon, 1615 Broadway, 4th Floor, Oakland, CA 94612, no later than **September 7, 2021**.

**Victor Fernandez, et al., v. Villas Papillon, LLC,
Case No.: RG13683606**

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, Fernandez v. Villas Papillon, 1615 Broadway, 4th Floor, Oakland, CA 94612, no later than **September 7, 2021**.