

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

*Briana Rivera, et al., v. Coco Properties JL, LLC et al., RG19018580*

**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 4273 Central Avenue, Fremont, CA (“Chateau Central Apartments”) and received a rent increase during May 9, 2015 through February 10, 2021. The purpose of this notice is to notify you of the existence and settlement of a class action lawsuit, filed on May 9, 2019 by Briana Rivera and Rosalio Trujillo Rivera (“Plaintiffs”), against Coco Properties JL, LLC, and Jeffery Lee (“Defendants”).

Defendants own and operate the Chateau Central Apartments which is a twenty-five unit residential apartment complex located in Fremont, CA. Plaintiffs formerly resided at the Chateau Central 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 and/or the successor ordinance known as the City of Fremont Rent Review Ordinance collectively identified as the (collectively identified as the “RRO”). Plaintiffs seek to pursue such claims on behalf of all tenants who lived in the Chateau Central Apartments and received a rent increase in violation of the RRO from May 9, 2015 through February 10, 2021. Defendants deny any wrongdoing.

The Court has provisionally certified this action as a class action. In light of the litigation and discovery that has occurred thus far, Plaintiffs and their counsel worked with Defendant and its counsel to resolve the litigation through a 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 lived in the Chateau Central Apartments, and who, at any time from May 9, 2015 through February 10, 2021, received a rent increase notice which notice did not contain language required by the RRO.

**III. RELIEF FOR SETTLEMENT CLASS**

Plaintiffs 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](http://www.awolfflaw.com) under the class action tab. Subject to final approval by the Court, Andrew Wolff and Tony Ruch of the Law Offices of Andrew Wolff, P.C, 1615 Broadway, 4<sup>th</sup> Floor, Oakland, CA, who served as Plaintiffs' counsel in the underlying class action lawsuit ("Class Counsel") also seek to act as the settlement administrator as a savings control measure.

Under the terms of the Settlement, Defendants have agreed subject to final approval by the Court, to provide relief in the amount of \$250,000.00. Due to the economic effects of COVID, Defendants cannot make a lump sum payment of \$250,000.00 and instead Defendants will make two payments to the settlement administrator. Specifically, Defendants will make the first payment of \$150,000.00 no later than fifteen days after the final approval hearing and a second payment of \$100,000.00 no later than sixty days after the final approval hearing.

As the settlement administrator, Class Counsel will calculate the amount of rent overcharges payable to each eligible class member on a pro rata basis during the class period. Specifically, the pro rata calculation is based upon the number of unlawful rent increases each respective class member household received resulting in paying increased rent while living at the Chateau Central Apartments during the class period with a reduction for the amount of attorneys' fees, costs, and class representative awards that are approved by the Court. 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 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 Defendants.

At the final 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 \$82,500.00 which is 33% of the \$250,000.00 settlement amount and for costs. At the final 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 \$10,000.00 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) Defendants 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 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 the Settlement, 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.

## **V. 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 RRO while living in the Chateau Central Apartments from May 9, 2015 through February 10, 2021, you are a member of this class action. You do not need to do anything to receive a refund regarding any unlawful rent increase your household paid during the class period subject to a pro rata deduction based on the amount of attorneys' fees, costs and class representative awards that are approved by the Court. Subject to final approval by the Court, the settlement administrator shall issue a check to each eligible class member pertaining to the amount of unlawful increased rent paid by the class member's household during the class period subject to a pro rata deduction based on the amount of attorneys' fees, costs and class representative awards that are approved by the Court.

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 **March 30, 2022** and mailed to the settlement administrator, Rivera v. Coco Properties, 1615 Broadway, 4<sup>th</sup> 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 should be in writing and mailed to the settlement administrator, Rivera v. Coco Properties, 1615 Broadway, 4<sup>th</sup> Floor, Oakland, CA 94612. Your objection must be postmarked by **March 30, 2022**. 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 Plaintiffs' 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](mailto: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.

## **VI. FINAL APPROVAL HEARING**

The final approval hearing will occur on **May 27, 2022 at 10:00 a.m.**, in Department 21 of the Superior Court, County of Alameda, 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.

## **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, 4<sup>th</sup> Floor, Oakland, CA 94612, (510) 834-3300, [andrew@awolfflaw.com](mailto:andrew@awolfflaw.com) and [tony@awolfflaw.com](mailto: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](http://www.awolfflaw.com) under the class action tab. The pleadings and other records in this litigation, including the Settlement, may be examined online on the Superior Court, County of Alameda's website, known as the Superior Court of Alameda County Public Portal at <https://eportal.alameda.courts.ca.gov/?q=Home>. After arriving at the website, click the Create an Account link and create an account. After creating an account, click the 'Searches' tab, then click the Case Number Search link and enter RG19018580 as the case number and enter unlimited civil as case type and click Search. Click the case name of Rivera v. Coco Properties, JL, LLC. 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 action 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 DEFENDANTS COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR CHECK PROCESS!**

## **IX. SUMMARY OF IMPORTANT DATES**

**March 30, 2022**

Last day to submit Opt Out Form

**March 30, 2022**

Last day to submit objection to Settlement

**May 27, 2022**

Final approval hearing