

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Mohammad Niazi v. KMF Alameda, LLC, et al., RG17879561

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 of a class action lawsuit; please read it carefully. You may have resided at 4401 Central Avenue, Fremont, CA (“Ladera Woods Apartments”), received a notice to increase your rent from October 20, 2013, through September 30, 2019 and paid increased rent after receiving such a notice. The purpose of this notice is to notify you of the existence and settlement of a class action lawsuit, filed on October 20, 2017, by Mohammad Niazi (“Plaintiff”), against KMF Alameda, LLC, dba Ladera Woods Apartments, and Klingbeil Management, Ltd. (“Defendants”).

Defendants own and operate the Ladera Woods Apartments which is a sixty-two unit residential apartment complex located in Fremont, CA. Plaintiff resides at the Ladera Woods Apartments, received multiple notices to increase his rent and filed a class action lawsuit. Said lawsuit alleges that Defendants notices to increase rent were invalid because said notices failed to include specific language required by the City of Fremont Residential Rent Increase Dispute Resolution Ordinance and the successor ordinance known as the City of Fremont Rent Review Ordinance collectively identified as (“RRO”). Plaintiff seeks to pursue such claims on behalf of all tenants who lived at the Ladera Woods Apartments, received a notice to increase rent in violation of the RRO from October 20, 2013 through September 30, 2019 and paid increased rent after receiving such a notice. 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, Plaintiff and his counsel worked with Defendants 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 lived at the Ladera Woods Apartments at any time from October 20, 2013 through September 30, 2019, received at least one rent increase notice which failed to include specific language required by the RRO and paid increased rent after receiving such a notice.

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, Defendants have agreed subject to final approval by the Court, to provide relief in the amount of \$185,000.00. 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. 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. Class Counsel estimates that each class member household will likely be awarded between \$465.00 and \$10,600.00 depending upon how many invalid rent increase notice(s) each respective class member household received resulting in paying increased rent while living at the Ladera Woods Apartments during the class period and the amount of attorney fees, costs, and class representative award 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 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 Defendants.

At the final court approval hearing, Class Counsel may make written application to the Court for an award of attorney fees incurred in the prosecution of this action for up to \$61,050.00 which is 33% of the \$185,000.00 settlement amount and for costs. At the final court approval hearing, if the Court grants an award of attorney fees to Class Counsel, the Court will order that 10% of any attorney 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 \$35,000.00 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) 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 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.

V. COURT APPROVAL HEARING

The Court approval hearing will occur on **June 30, 2021 at 3:00 p.m.**, in 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. 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 your rent which failed to include specific language required by the RRO and paid increased rent after receiving such a notice while living at the Ladera Woods Apartments from October 20, 2013 through September 30, 2019, you are a member of this class action. You do not need to do anything to receive a refund regarding any invalid rent increase you paid during the class period subject to a pro rata deduction based on the amount of attorney fees, costs and class representative award 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 incorrect increased rent paid by the class member during the class period subject to a pro rata deduction based on the amount of attorney fees, costs and class representative award that are approved by the Court.

You have the right but are not required, to appear at the Court 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 Court 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 fill out the enclosed Notice of Intention to Opt Out of Settlement and Class completely. Please be sure to include your name, current address, telephone number, email and signature. Your Opt Out request must be postmarked by **May 3, 2021** and mailed to the Law Offices of Andrew Wolff, P.C., 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 Law Offices of Andrew Wolff, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612. Your objection must be postmarked by **May 3, 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 court 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 dept19@alameda.courts.ca.gov. If the 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.

IX. SUMMARY OF IMPORTANT DATES

May 3, 2021 Last day to submit Opt Out Form

May 3, 2021 Last day to submit objection to settlement

June 30, 2021 Final court approval hearing