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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
UNLIMITED JURISDICTION**

SHARON KACHADOORIAN,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

EQUITY RESIDENTIAL
MANAGEMENT, L.L.C.; EQUITY
RESIDENTIAL; EQR-FRESCA 2009
LIMITED PARTNERSHIP; VANESSA
RAMIREZ, and DOES 1-25, inclusive,

Defendants.

Case No.: 25CV460326

**PLAINTIFF’S NOTICE OF UNOPPOSED
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 24, 2027
Time: 1:30 p.m.
Dept.: 5

Complaint Filed: March 4, 2025

1 **TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE THAT on February 24, 2027, or as soon as the matter may be
3 heard, in Department 5 of the Santa Clara County Superior Court, located at 191 North First Street,
4 San Jose, CA 95113, Plaintiff Sharon Kachadoorian (“Plaintiff”) will and hereby does move this
5 Court pursuant to rule 3.769 of the California Rules of Court for an order granting preliminary
6 approval of the proposed class action settlement filed herewith as well as approving the form and
7 manner of the Class Notice, appointing the Class Representative and Class Counsel, appointing the
8 Settlement Administrator, and setting a hearing for final approval. This motion is brought on the
9 grounds that the Settlement Agreement is fair and reasonable, and that all requirements for class
10 certification have been met.

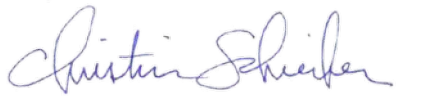
11 Defendants do not oppose this motion.

12 This unopposed motion is based on this notice of motion, the accompanying memorandum of
13 points and authorities, the Declarations of Christian Schreiber and Daniel “Sparky” Abraham, as
14 well as the pleadings, records, and papers on file in this action, and all other matters properly before
15 this Court.

16
17 Dated: July 21, 2026

Respectfully submitted,

18 **OLIVIER & SCHREIBER PC**
19 **JUBILEE LEGAL**

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21 Christian Schreiber

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23 *Attorneys for Plaintiff and the Proposed Class*
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2 **I. INTRODUCTION**

3 Plaintiff Sharon Kachadoorian (“Plaintiff”), on behalf of herself and the proposed Class,
4 seeks preliminary approval of a \$1,000,000 non-reversionary class action settlement (“Settlement”)
5 resolving claims against Defendants Equity Residential Management, L.L.C., Equity Residential,
6 EQR-Fresca 2009 Limited Partnership (collectively, “Equity”), and Vanessa Ramirez (together with
7 Equity, “Defendants,” and together with Plaintiff, the “Parties”). The proposed Settlement would
8 resolve this tenant-protection action concerning Defendants’ alleged violations of the City of
9 Milpitas Rent Review Ordinance, Chapter 2, Article XII of the Milpitas Municipal Code (“Rent
10 Review Ordinance” or “Ordinance”), and California’s Unfair Competition Law. Plaintiff alleges
11 that, in connection with lease renewals and rent increases at the Mill Creek Apartments, Defendants
12 did not provide tenants with notices and disclosures required by the Ordinance, including notices of
13 rent review rights and written explanations for rent increases exceeding five percent.

14 The proposed Class (“Class”) consists of all individuals who signed a lease with Equity at the
15 Mill Creek Apartments, located at 440 Dixon Landing Road, Milpitas, California 95035, and who
16 either (a) received and/or responded to a rent renewal notice between March 4, 2021 and June 22,
17 2026, the date the Parties’ full-length Settlement Agreement was signed, and/or (b) experienced a
18 rent increase that went into effect between March 4, 2021 and May 2, 2023. There are 671 Class
19 members.

20 The Settlement was achieved after the production and review of significant discovery, two
21 days of mediation with Hon. Lynn Duryee (Ret.), and months of arm’s-length negotiations over the
22 Settlement’s specific terms. Critically, the resulting Settlement also provides both monetary relief to
23 the Class and prospective practice changes at the Mill Creek Apartments.

24 The Settlement was negotiated only after Defendants’ production of relevant policies,
25 procedures, notices, lease materials, and classwide data. This information allowed Plaintiff to
26 evaluate the strengths and risks of continued litigation, the potential scope of classwide relief, and
27 the benefits of settlement. Equity also provided a sworn declaration from a knowledgeable company
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1 official, which confirmed the practices at issue and the accuracy of the relevant data and information
2 produced.

3 The settlement process was informed, adversarial, and non-collusive, and the resulting
4 Settlement falls well within the range of possible approval. As set forth below, the Settlement
5 satisfies all the criteria for class certification and settlement approval under section 382 of the
6 California Code of Civil Procedure. Accordingly, Plaintiff requests that the Court certify a
7 Settlement Class, appoint Class Counsel and the Class Representative, preliminarily approve the
8 Settlement, and order distribution of the Class Notice.

9 **II. SUMMARY OF THE CASE**

10 **A. THE MILPITAS RENT REVIEW ORDINANCE**

11 This action concerns alleged notice violations under the City of Milpitas Rent Review
12 Ordinance, Chapter 2, Article XII of the Milpitas Municipal Code. Section XII-2-4.00 of the
13 Ordinance requires landlords to “provide tenants [with] written notice of availability of rent review
14 as provided in this Chapter and provide information regarding how a tenant can obtain a copy of this
15 Chapter” [the “Rent Review Availability Notice”] both (1) at the execution of a new lease
16 agreement, and (2) at the time of any rent increase. (*Id.* § XII-2-4.00.) The Ordinance further
17 requires that if a rent increase exceeds five percent, the landlord must also “include a statement
18 setting forth the reason for the rent increase.” (*Id.* § XII-2-3.00.) These requirements are distinct: the
19 landlord must provide both the Rent Review Availability Notice, and when applicable, the statement
20 of reasons.

21 The Ordinance also provides remedies for violations of its requirements. First, rent increases
22 issued without compliance with the Ordinance are void. (Ordinance § XII-2-3.02 “[a]ny rent
23 increase notice issued in violation of this Chapter shall be void.”.) Second, the Ordinance authorizes
24 statutory damages. Section XII-2-13.02 provides that any person who violates or aids in the violation
25 of the Ordinance “may be liable for damages of up to three times the amount of one month’s rent
26 that the landlord charges for the unit in question,” in addition to statutory penalties of \$200 to \$400
27 per violation, as well as attorneys’ fees and costs. Section XII-2-13.03 further provides for a separate
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1 civil violation for each provision violated and for each instance of a violation. (*Id.* §§ XII-2-13.02,
2 XII-2-13.03.) These provisions informed the Parties’ assessment of litigation risk, potential
3 exposure, and the proposed settlement allocation described below.

4 **B. PROCEDURAL HISTORY**

5 Plaintiff commenced this action on March 4, 2025. The Complaint alleged that Defendants
6 violated the Ordinance in connection with lease renewals and rent increases at the Mill Creek
7 Apartments. (Declaration of Christian Schreiber in Supp. of Mot. for Preliminary Approval
8 (“Schreiber Decl.”) ¶ 16.)

9 On August 1, 2025, Plaintiff filed a First Amended Complaint (“FAC”), asserting claims for
10 violation of the Rent Review Ordinance, breach of contract, and violation of California’s Unfair
11 Competition Law, Business and Professions Code section 17200 et seq. Plaintiff alleged that
12 Defendants imposed and collected rent increases while failing to provide tenants with required
13 notices of rent review rights and written explanations for rent increases exceeding five percent.
14 (FAC ¶¶ 26–29.)

15 Defendants demurred to the FAC and moved to strike portions of the pleading, including
16 Plaintiff’s class allegations. Plaintiff opposed both motions. On March 5, 2026, the Court sustained
17 the demurrer with leave to amend and deemed the motion to strike moot.

18 On March 26, 2026, the Parties participated in an in-person mediation before the Hon. Lynn
19 Duryee (Ret.) of JAMS. (Schreiber Decl. ¶ 19.) Judge Duryee is an experienced mediator and
20 previously served as a supervising judge of the Marin County Superior Court. (*Id.*) Although the
21 Parties did not reach a final resolution during the first session, they continued settlement discussions.
22 (*Id.*) On April 21, 2026, the Parties participated in a second mediation session before Judge Duryee.
23 (*Id.* ¶ 20.) After that session, the Parties agreed on the principal monetary and injunctive relief
24 necessary to resolve the Action, subject to negotiation and execution of a long-form Settlement
25 Agreement and Court approval. (*Id.*) On April 23, 2026, the Parties executed a term sheet outlining
26 the principal monetary and injunctive relief terms. (*Id.* ¶ 21.)

27 On May 15, 2026, Plaintiff filed the operative Second Amended Complaint (“SAC”),
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1 narrowing the pleadings to two causes of action: (1) violation of the Rent Review Ordinance’s notice
2 requirements; and (2) violation of the Unfair Competition Law, Business and Professions Code
3 section 17200 et seq. (Schreiber Decl. ¶ 22.) The SAC rests on the same core notice-related
4 allegations and seeks to represent Mill Creek tenants who signed lease agreements and received or
5 responded to renewal notices and/or experienced rent increases during the class period. (*Id.* ¶ 23.)

6 The Parties then negotiated the remaining terms of the long-form Settlement Agreement,
7 including the class definition, payment allocation, notice procedures, release language, settlement
8 administration, and confirmatory relief concerning Equity’s notice practices. The fully executed
9 Settlement Agreement was signed on June 22, 2026. (Schreiber Decl. ¶¶ 4, 24; Settlement
10 Agreement (“S.A.”), attached as Ex. 1 to Schreiber Decl., at 18–19.)

11 C. SUMMARY OF INVESTIGATION AND DISCOVERY

12 In connection with mediation and settlement negotiations, Defendants produced documents
13 and data relevant to the alleged notice violations and the scope of the proposed Class. (S.A. ¶ 2.7;
14 Schreiber Decl. ¶ 26.) This discovery and information exchange included exemplar lease
15 agreements, exemplar renewal and rent increase notices, and lease-level data concerning lease terms,
16 renewal offers, accepted renewal terms, rent increases, and the timing of relevant tenant
17 communications. (Schreiber Decl. ¶ 26.)

18 This information allowed Plaintiff to evaluate in detail Plaintiff’s Ordinance and UCL
19 claims, the extent to which Defendants’ lease and renewal materials were compliant under the terms
20 of the Ordinance, the size and ascertainability of the proposed Class, potential statutory damages,
21 potential restitutionary claims, and the risks of further litigation. (Schreiber Decl. ¶ 27.) The data
22 also established that there are 671 Class members, and allowed for a proposed allocation of
23 settlement payments based on objective records. (S.A. ¶ 10.1; Schreiber Decl. ¶ 29.)

24 As part of the Settlement, Equity provided a sworn declaration from a knowledgeable
25 company official concerning its notice practices. (S.A. ¶ 2.7.) The declaration averred to the lease
26 agreements in use during the class period, the form and practice for rent increase notices, including
27 the timing, manner, and circumstances under which such notices were provided to tenants. (*Id.*)
28

1 Based on the testimony provided, Defendants began use of updated notices in May 2023, which
2 Defendants contend fully comply with the Rent Review Ordinance. (*Id.*)

3 Together, the discovery, classwide data, and sworn declaration provided Plaintiff with
4 sufficient information to evaluate classwide exposure, the risks of continued litigation, and the
5 fairness of the proposed Settlement. (S.A. ¶ 2.7; Schreiber Decl. ¶¶ 27–33.)

6 **D. ADEQUACY OF THE SETTLEMENT PROCESS**

7 The Settlement was reached after contested litigation, a demurrer and motion to strike, two
8 mediation sessions before an experienced neutral, and weeks of arm’s-length negotiations.
9 (Schreiber Decl. ¶¶ 19–23, 26, 52.) Both Plaintiff and Defendants were represented by highly
10 experienced counsel with considerable expertise in consumer protection and class action litigation.
11 (Schreiber Decl. ¶¶ 6–15, 51; Declaration of Daniel “Sparky” Abraham in Supp. of Mot. for
12 Preliminary Approval (“Abraham Decl.”) ¶10–14.)

13 The result reflects a well-informed and deliberate compromise. Plaintiff weighed the benefits
14 of immediate and certain relief against the costs, delay, and risks of continued litigation, including
15 further pleading challenges, discovery, class certification, summary judgment, trial, and appeal.
16 (Schreiber Decl. ¶¶ 30–34.) The Settlement provides significant monetary relief while also securing
17 business-practice relief addressing one of the alleged notice deficiencies at the center of the Action.
18 (Schreiber Decl. ¶¶ 35, 40–44.)

19 **E. SUMMARY OF SETTLEMENT TERMS**

20 The essential terms of the Settlement Agreement are as follows:

21 **Size of Settlement Class:** The Settlement Agreement states that the Parties agreed there are
22 696 persons in the Class. (S.A. ¶ 10.1.) Further review of Equity’s data confirmed that 671 persons
23 fall within the Class definition and are eligible for payment under the allocation methodology.
24 (Schreiber Decl. ¶ 29.) The 25-person difference is approximately 3.59 percent, which is within the
25 Agreement’s five-percent threshold. (*Id.*)

1 **Settlement Fund:** Equity agrees to pay a non-reversionary gross settlement amount of
2 \$1,000,000 that will include class damages, payment to the settlement administrator, payment of a
3 service award, and payments of attorneys’ fees and costs. (S.A. ¶¶ 1.21, 4.1, 4.2, 5.2.)

4 **Non-Monetary Relief:** Equity agrees that, no later than 30 days after the Effective Date, all
5 notices issued by Equity under the Milpitas Rent Review Ordinance will include a statement of the
6 reason or reasons for the rent increase, in the same language(s) as the rest of the notice. (S.A. ¶ 6.1.)
7 “Effective Date” means the date by which both of the following have occurred: (a) the Court has
8 entered Judgment granting final approval of the Settlement; and (b) the Judgment becomes final.
9 (S.A. ¶ 1.15.)

10 **Payment Allocation:** The Parties agree that individual Class member payments will be
11 calculated under an allocation methodology proposed by Plaintiff and approved by the Court. As
12 described in more detail below, Plaintiff proposes that the Court approve a methodology allocating
13 the net settlement amount among three groups affected by Defendants’ practices: the Ordinance
14 group, the Notice group, and the Restitution group. Each group corresponds to a different category
15 of alleged violation or harm. A Class Member may qualify for payment under one or more of the
16 groups. Class members who qualify for one group will receive the payment assigned to that group.
17 Class members who qualify for multiple groups will receive the combined payments assigned to
18 each applicable group. (S.A. ¶¶ 1.22, 4.2(d), 5.3(a).)

19 **Direct Electronic Payments Without a Claims Process:** Class members will not be
20 required to submit a claim to receive payment. If a Class member takes no action, the Settlement
21 Administrator will issue payment by Electronic Payment (through PayPal or another electronic
22 means) to the account associated with the Class member’s email address. (S.A. ¶¶ 5.3(b)–(e), 9.4(c).)
23 Class members may instead elect to receive payment by paper check, which will be sent by first-
24 class U.S. mail to the address provided. (S.A. ¶ 5.3(b).)

25 **Class Representative Service Award:** In addition to the relief provided to class members
26 elsewhere in the Settlement Agreement, Plaintiff will seek a Class Representative Service Award of
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up to \$15,000.00, subject to Court approval. Plaintiff must execute a general release of her claims.
(S.A. ¶¶ 1.12, 4.2(a).)

Appointment of Class Counsel: Christian Schreiber and Estefania Palacios of Olivier & Schreiber PC and Daniel “Sparky” Abraham of Jubilee Legal request that the Court appoint them as Class Counsel. (S.A. ¶ 1.5.) Proposed Class Counsel have the experience, resources, and commitment necessary to fairly and adequately represent the Settlement Class.

Attorneys’ Fees and Costs: Subject to approval by the Court, Plaintiff will seek attorneys’ fees not to exceed 33 1/3 percent of the gross settlement amount and class counsel expenses of not more than \$30,000.00. (S.A. ¶ 4.2(b).)

Class Administration: CPT Group, Inc. will be retained as the Settlement Administrator and its costs and fees, not to exceed \$25,000.00, will be taken out of the gross settlement amount. (S.A. ¶¶ 1.2, 4.2(c), 9.1–9.3.) Plaintiff’s counsel obtained bids from multiple reputable administrators with different methods for distribution of the settlement funds. (Schreiber Decl. ¶ 53.) CPT Group, Inc. and the use of digital payments were chosen because CPT Group, Inc. provided the most competitive bid for this distribution method and because, after substantial research, and counsel believed the digital payments would result in the greatest amount of money staying with the Class members. (*Id.*)

Notice: Subject to preliminary approval by the Court, the Settlement Administrator will provide direct notice to the Settlement Class by email. The emailed notice will summarize the Settlement, provide each recipient’s unique Class Member ID, state the recipient’s estimated Individual Class Member Payment, and direct Class members to the Settlement Website for additional information, including the Long Form Notice. The Long Form Notice will describe the Settlement, the Settlement Class, the available relief, Class members’ payment options, the procedures for challenging estimated payments, and the deadlines to opt out or object. If an email notice is returned as undeliverable, the Settlement Administrator will re-send notice by first-class U.S. mail to the Class Member’s last-known mailing address. The Settlement Administrator will also maintain a Settlement Website with English and Spanish language options, an email address, and a toll-free number. (S.A. ¶¶ 1.9, 9.4(a)–(c), 9.9, Ex. A.)

1 **Exclusions, Objections, and Opt-Out:** The notice informs Class members of their right to
2 elect not to be part of the settlement, and not to be bound by the settlement if the Class member
3 timely mails an appropriate “opt-out” notice, and to object to the settlement. (S.A. ¶¶ 1.30–1.31,
4 9.5(a)–(f), 9.6(a)–(c), 9.7.)

5 **Distribution of the Residue:** The Settlement Agreement provides for direct electronic
6 payments through PayPal or Venmo unless a Class Member elects payment by check. If a PayPal
7 payment remains unclaimed after 60 days, the Settlement Administrator will reissue the payment by
8 Venmo. If the Venmo payment remains unclaimed after an additional 60 days, the funds will be
9 transmitted to a Court-approved *cy pres* beneficiary. Unclaimed checks will be transmitted to the *cy*
10 *pres* beneficiary 120 days after distribution. (S.A. ¶¶ 5.3(b)–(e).) Subject to Court approval at final
11 approval, the proposed *cy pres* recipient is the California State Bar’s Greg E. Knoll Justice Gap
12 Fund, which satisfies the requirements of California Code of Civil Procedure section 384. (Schreiber
13 Decl. ¶ 50.) Class Counsel also confirm that they have no financial stake in, or personal conflict
14 relating to, the proposed *cy pres* recipient. (Schreiber Decl. ¶ 50; Abraham Decl. ¶¶ 23–24.)

15 **Release of Claims:** Class members who do not opt out will release any claims against
16 Defendants that arise out of or are reasonably related to the facts alleged in this Action. The release
17 includes claims relating to rent increase notices, rent renewal notices, alleged failures to provide
18 notices required by the Milpitas Rent Review Ordinance, and rent increases implemented during the
19 class period, whether brought under the Rent Review Ordinance, the UCL, or any other federal,
20 state, or local law based on the same factual predicate. This release does not encompass claims for
21 personal injury, property damage, or federal, state or local civil rights violations. (S.A. ¶ 7.3.)

22 **Plaintiff’s Individual Release:** Plaintiff will provide a broader individual release, including
23 a waiver under California Civil Code section 1542. (S.A. ¶ 7.2.)

24 **Court Retains Jurisdiction:** Without affecting the finality of judgment, the Court retains
25 jurisdiction after entry of judgment to implement the settlement terms. (S.A. ¶ 11.4.)

26 **F. SUMMARY OF RISKS IF SETTLEMENT IS NOT APPROVED**

27 The Parties reached this Settlement after careful consideration of the risks, costs, and delay of
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1 continued litigation. (Schreiber Decl. ¶¶ 30–34.) If the Settlement is not approved, the Parties would
2 face years of further litigation, including additional pleading challenges, discovery, class
3 certification proceedings, dispositive motions, trial, and potential appeals. Those proceedings would
4 require substantial time and expense, and the outcome would remain uncertain. (*Id.* ¶¶ 31–34.)

5 Defendants deny liability and maintain that they complied with all applicable laws. They also
6 contend that they have strong defenses that could eliminate or substantially reduce any recovery for
7 the Class. (Schreiber Decl. ¶ 32.) Although Plaintiff and Class Counsel believe the claims are
8 meritorious and that Plaintiff would ultimately obtain class certification and prevail, they recognize
9 that continued litigation would present meaningful risks. (*Id.* ¶¶ 30, 33–34.)

10 Those risks are not theoretical. Defendants have already challenged the pleadings, and the
11 Court sustained Defendants’ demurrer to the First Amended Complaint with leave to amend. (S.A. ¶
12 2.3.) Although Plaintiff amended her pleading and continues to believe her claims are well-founded,
13 the Court’s ruling confirms that further litigation would involve uncertainty. (S.A. ¶ 2.3; Schreiber
14 Dec. ¶¶ 22–23, 30–34.)

15 Plaintiff faces particular risk on her claim under the Ordinance. Defendants have argued that
16 Plaintiff cannot establish a statutory violation, that any alleged notice violation does not support the
17 relief sought, and that some claims may be barred or limited by the Ordinance’s statute of
18 limitations. Although the Court rejected Defendants’ argument that the Ordinance is categorically
19 unavailable unless a tenant first initiated the rent review process, the Court required Plaintiff to plead
20 the statutory claim with greater specificity. If Defendants renewed these arguments later in the case,
21 Plaintiff would face risk regarding the scope of actionable violations, the applicable limitations
22 period, and the proof required to establish liability and damages on a classwide basis. (Schreiber
23 Decl. ¶¶ 30–34.)

24 Plaintiff also faces risk on her UCL claim. Defendants argued that the UCL claim failed
25 because it was derivative of Plaintiff’s statutory claims, that Plaintiff lacked standing, and that
26 Plaintiff could not obtain the remedies sought under the UCL. (Schreiber Decl. ¶ 33.) The Court
27 sustained the demurrer to the UCL claim after concluding that, because the UCL claim was based on
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1 the same alleged Ordinance violations and those allegations were insufficiently pleaded, the FAC did
2 not adequately state a basis for restitution or injunctive relief. Although Plaintiff disputes
3 Defendants' positions and amended her pleading, the UCL claim presents additional risk because
4 damages are unavailable under the UCL, and Plaintiff would need to prove entitlement to restitution
5 or injunctive relief through common evidence. (*Id.* ¶¶ 20, 24, 32.)

6 These risks would require substantial discovery and motion practice to resolve, and they
7 create uncertainty for both sides. The Settlement avoids that uncertainty and provides substantial,
8 immediate benefits to the Class. (Schreiber Decl. ¶¶ 34–44, 49, 53.)

9 **G. SUMMARY OF RISKS OF ACHIEVING AND MAINTAINING CLASS**
10 **ACTION STATUS**

11 Though Plaintiff is confident that the risks of achieving and maintaining class action status in
12 this case are limited, class litigation is nevertheless subject to real and particular challenges beyond
13 the merits. Here, because the Class is defined by objective criteria and Equity's records identify the
14 Class members, Plaintiff's counsel maintains that class treatment is appropriate. The Class consists
15 of all individuals who signed a lease with Equity at the Mill Creek Apartments, and who either (a)
16 received and/or responded to a rent renewal notice between March 4, 2021 and June 22, 2026, the
17 date the Parties' full-length Settlement Agreement was signed, and/or (b) experienced a rent increase
18 that went into effect between March 4, 2021 and May 2, 2023. (S.A. ¶ 1.4.) The class is sufficiently
19 numerous.

20 The claims also involve common questions centered on Defendants' alleged standardized
21 lease, lease renewal forms and practices, rent increase methodology, and notice practices. Common
22 questions include whether Defendants' documents and practices complied with the Rent Review
23 Ordinance and whether Class members are entitled to relief. Although Defendants dispute liability
24 and could oppose certification if the case were litigated, the availability of common records and
25 common proof supports provisional certification for settlement purposes.
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1 **H. REASONABLENESS OF THE SETTLEMENT CONSIDERATION**

2 The proposed \$1,000,000 settlement is fair, reasonable, and adequate in light of the strengths
3 and weaknesses of the claims, the litigation risks, and the relief obtained. (Schreiber Decl. ¶¶ 34, 35,
4 49; S.A. ¶¶ 5.2, 5.3(b), 6.1.) The Settlement creates a non-reversionary common fund, provides for
5 automatic payments without requiring Class members to submit claims, and includes prospective
6 non-monetary relief addressing one of the central practices challenged in this case. (*Id.* ¶¶ 36, 38–39;
7 S.A. ¶ 5.2.)

8 The monetary relief is substantial. Under Plaintiff’s proposed allocation methodology, Class
9 members will receive payments based on their inclusion in one or more of three payment groups: the
10 Ordinance group, the Notice group, and the Restitution group. (Schreiber Decl. ¶¶ 40–44; S.A. ¶
11 5.3(a).) Class members who fall within all three groups are estimated to receive an average total
12 payment of \$3,737.35, after accounting for the anticipated Court-approved deductions for attorneys’
13 fees, litigation expenses, the Class Representative Service Award, and administration costs.

14 The Settlement also provides meaningful non-monetary relief. Equity has agreed that all
15 notices issued under the Ordinance will include a statement of the reason or reasons for the rent
16 increase, in the same language(s) as the rest of the notice. (Schreiber Decl. ¶ 38.) This practice
17 change directly addresses one of the alleged notice deficiencies at the center of the Action.

18 In evaluating reasonableness, courts recognize that a settlement need not approach the full
19 potential recovery plaintiffs might receive if successful at trial. “The proposed settlement is not to
20 be judged against a hypothetical or speculative measure of what might have been achieved had
21 plaintiffs prevailed at trial.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246.) Nor
22 is “the test” for settlement approval “the maximum amount plaintiffs might have obtained at trial on
23 the complaint, but rather whether the settlement is reasonable under all of the circumstances.” (*Id.* at
24 p. 250.) Indeed, “[a] settlement need not obtain 100 percent of the damages sought in order to be fair
25 and reasonable,” because “[c]ompromise is inherent and necessary in the settlement process.” (*Ibid.*;
26 see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409
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1 [Kullar does not require an explicit statement of the maximum recovery, but requires a record
2 allowing an understanding of the amount in controversy and realistic range of outcomes].) **

3 Here, the Settlement provides certain and immediate relief while avoiding the risks, expense,
4 and delay of continued litigation. Plaintiff would face additional pleading, discovery, class
5 certification, dispositive motion, trial, and appellate risks if the case proceeded. (Schreiber Decl. ¶¶
6 30–34.) The Settlement avoids those risks while providing direct monetary payments to Class
7 members and prospective relief related to Equity’s notice practices. (*Id.* ¶¶ 35, 38–40, 49, 53.)

8 This is not a claims-made settlement. Class members will not need to submit a claim form to
9 receive payment. Payments will be made electronically unless a Class Member elects payment by
10 paper check. This structure increases the likelihood that funds will reach Class members and
11 minimizes the administrative burden on tenants. (Schreiber Decl. ¶ 36.)

12 In light of the foregoing, the risks, expense, and delay of continued litigation support
13 approval of the Settlement. The Settlement provides certain and substantial relief to Class members
14 now, rather than a potentially greater but uncertain recovery, if any, years in the future. This weighs
15 in favor of preliminary approval.

16 **III. CLASS CERTIFICATION**

17 The Court should provisionally certify a settlement Class because it is ascertainable and
18 sufficiently numerous, there exists a well-defined community of interest, and a class is superior to
19 alternative proceedings. (*See Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; *see*
20 *also* Code Civ. Proc. § 382.) A well-defined community of interest exists when there are “(1)
21 predominant common questions of law or fact; (2) class representatives with claims or defenses
22 typical of the class; and (3) class representatives who can adequately represent the class.” (*Brinker*,
23 53 Cal.4th at p. 1021 (quoting *Fireside Bank v. Super. Ct.* (2007) 40 Cal.4th 1069, 1089).)

24 **A. NUMEROSITY**

25 The numerosity requirement is satisfied because the Settlement Class is of such a size that “it
26 is impracticable to bring them all before the court.” (Code Civ. Proc. § 382.) Here, the Settlement
27 Class consists of 671 individuals who signed a lease with Equity at the Mill Creek Apartments and
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1 either received and/or responded to a rent renewal notice during the Class period or experienced a
2 rent increase that went into effect between March 4, 2021 and May 1, 2023. (S.A. ¶¶ 1.4, 10.1.)
3 Joinder of 671 individuals would be impractical, thus satisfying the numerosity requirement under
4 Code Civ. Proc. section 382.

5 **B. ASCERTAINABILITY**

6 A class is ascertainable when its members may be identified by reference to official records.
7 (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934, disapproved of on other grounds by *Noel*
8 *v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955.) Here, the Class is ascertainable because membership is
9 determined by objective criteria reflected in Equity's records. Those records show who signed leases
10 at the Mill Creek Apartments, who received rent renewal notices during the Class Period, whether
11 and how tenants responded to those notices, who experienced rent increases that went into effect
12 between March 4, 2021 and May 1, 2023, and whether each Class member is a current or former
13 tenant. The same records identify the 671 Class members and contain the information needed to
14 calculate payments under Plaintiff's proposed allocation methodology. (S.A. ¶¶ 1.4, 5.1, 10.1.)

15 Separately, Equity will provide the Settlement Administrator with the Class data necessary to
16 administer notice, including each Class member's full name, last-known email address, last-known
17 mailing address, and, where available, last-known phone number. (S.A. ¶¶ 1.7, 5.1.) Because Class
18 membership, notice administration, and payment eligibility can be determined from Equity's records
19 and the Class data without individualized inquiry, the ascertainability requirement is satisfied.

20 **C. COMMUNITY OF INTEREST**

21 Where plaintiffs' injuries are of the same nature as those of other Class members and arise
22 from the same general course of conduct, the typicality requirement is satisfied. (*See, e.g., Seastrom*
23 *v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.)

24 Here, Plaintiff's claims are typical of those of the Class. Like the absent Class members,
25 Plaintiff lived at the Mill Creek Apartments, signed Equity lease agreements, received renewal and
26 rent increase communications, and alleges that Defendants failed to provide notices and explanations
27 required by the Milpitas Rent Review Ordinance. Her claims arise from the same alleged
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1 standardized lease, renewal, rent increase, and notice practices challenged on behalf of the Class.
2 Her claims also rest on the same legal theories under the Ordinance and the UCL. Plaintiff's claims
3 are therefore typical.

4 Common questions predominate where the legal theory is "likely to prove amenable to class
5 treatment," such that the resolution of claims "in a single class proceeding would be both desirable
6 and feasible." (*Brinker*, 53 Cal.4th at pp. 1021–1022 [internal quotation marks omitted].) "As a
7 general rule if the defendant's liability can be determined by facts common to all members of the
8 class, a class will be certified even if the members must individually prove their damages." (*Id.* at
9 1022 [internal quotation marks omitted].)

10 Common questions predominate here because the challenged practices were standardized and
11 can be evaluated using common proof. In connection with mediation and settlement, Defendants
12 produced common lease, renewal, rent increase, and tenant data, and Equity provided a sworn
13 declaration from a knowledgeable company official describing the timing, manner, and
14 circumstances under which the relevant notices were provided to tenants. (S.A. ¶ 2.7; Schreiber
15 Decl. ¶¶ 26–29.) That evidence supports Plaintiff's position that the challenged notice practices can
16 be evaluated on a classwide basis through Defendants' common documents, records, and practices.
17 Common questions include whether Defendants' lease, renewal, and rent increase practices were
18 governed by the Ordinance; whether Defendants provided notices that complied with the Ordinance;
19 whether Defendants were required to state the reason or reasons for rent increases in those notices;
20 whether Defendants' alleged practices violated the Ordinance and/or the UCL; and whether Class
21 members are entitled to relief.

22 There are no claims or defenses individual to Plaintiff that would predominate over common
23 questions of fact and law. Commonality and predominance are thus satisfied here.

24 **D. ADEQUACY**

25 The adequacy requirement is met if the named plaintiffs and their counsel have no interests
26 adverse to the proposed class and are committed to vigorously prosecuting the case on behalf of the
27 class. (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450–451.)

1 Here, Plaintiff has provided fair and adequate representation for the Class. Plaintiff has no
2 conflicts of interest with other Class members, has experienced the same alleged legal violations,
3 and has vigorously prosecuted the class claims by actively participating in the investigation and
4 settlement of the claims. (Schreiber Decl. ¶ 47.)

5 Class Counsel includes Christian Schreiber and Estefania Palacios of Olivier & Schreiber PC
6 and Daniel “Sparky” Abraham of Jubilee Legal (S.A. ¶ 1.5.) Christian Schreiber has served as lead
7 or co-counsel in dozens of class actions involving consumer, employment, and civil rights and has
8 been approved by courts to represent classes in cases addressing unfair business practices and tenant
9 protection laws. (Schreiber Decl. ¶¶ 6–15.) Daniel “Sparky” Abraham specializes in consumer
10 protection cases, and has participated actively in this matter after associating experienced class
11 counsel. (Abraham Decl. ¶¶ 19–20.) Their collective expertise and successful track records in
12 representing consumers and classes demonstrate their ability to adequately represent the Class in this
13 action. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

14 Plaintiff has agreed to act as the Class Representative and understands her responsibilities in
15 this role. She initiated this Action, provided information and documents to counsel, communicated
16 with counsel about the claims and case developments, participated in both days of mediation, and
17 assisted in evaluating the Settlement. There is no indication of any conflict between Plaintiff and the
18 Class members, and she is committed to representing their interests fairly and adequately. (Schreiber
19 Decl. ¶ 47; *Howard Gunty Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 578);
20 *Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 851; *Soderstedt v.*
21 *CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155–156; *Jones v. Farmers Ins.*
22 *Exchange* (2013) 221 Cal.App.4th 986, 998–999.)

23 **E. SUPERIORITY**

24 Class treatment is superior to individual adjudication of Class members’ claims when it
25 would prevent repetitious litigation and provide “a method of obtaining redress for claims which
26 would otherwise be too small to warrant individual litigation.” (*Richmond v. Dart Indus., Inc.* (1981)
27 29 Cal.3d 462, 469 [internal quotation marks omitted].)

1 Here, a class action is superior to any other available method for litigating Class members'
2 claims against Defendants. It would be inefficient and a waste of judicial resources to resolve these
3 relatively small, but highly similar claims in separate trials. (See *Bufile v. Dollar Fin. Grp., Inc.*
4 (2008) 162 Cal.App.4th 1193, 1208, disapproved of on other grounds by *Noel*, 7 Cal.5th at p. 986
5 n.15.) The Parties are not aware of any pending litigation of these claims by any Class member.
6 (S.A. ¶ 2.10.) Any Class member who wishes to pursue a separate action can opt out of the
7 Settlement.

8 Because the class mechanism will achieve economies of scale, conserve judicial resources,
9 and avoid repetitive proceedings, superiority is met.

10 **IV. ADDITIONAL CONSIDERATIONS**

11 **A. THE PROPOSED ALLOCATION METHODOLOGY IS FAIR AND** 12 **REASONABLE**

13 Plaintiff seeks approval of a straightforward, record-based allocation methodology for
14 distributing the net settlement amount to Class members. Under the proposed methodology, each
15 Class member will receive a payment based on the group or groups to which they belong, as
16 reflected in Equity's records. The Settlement Agreement provides that Class members may receive
17 payment based on membership in one, two, or all three groups: the Ordinance group, the Notice
18 group, and the Restitution group. (S.A. ¶¶ 1.22–1.23, 4.2(d), 5.3(a).)

19 Plaintiff proposes to allocate the Net Settlement Amount, estimated to be approximately
20 \$627,000, among the three payment groups based on the alleged violation or harm associated with
21 each group.

22 *The Ordinance group* consists of 99 Class members who received a rent renewal notice or
23 executed a rent renewal notice between March 4, 2023 and May 1, 2023 or who executed a renewal
24 agreement between March 4, 2023 and May 1, 2023. (Schreiber Decl. ¶ 40.) The group is relatively
25 small the affected time period short; the statute of limitations limits the retrospective reach of the
26 Ordinance to two years and was limited by the May 2, 2023 change in the form used by Equity. (*Id.*)
27 The Ordinance authorizes civil liability of up to three times one month's rent for a violation.
28

(Milpitas Mun. Code, § XII-2-13.02.) Based on the monthly rents charged to the 99 Class Members in this group, Plaintiff estimates that the maximum potential statutory recovery for this group would be approximately \$854,549.22. For settlement purposes, Plaintiff proposes allocating \$284,849.74 to this group, which represents approximately one month's rent for each qualifying Class Member and makes the average payment for Class members in this group approximately \$2,877.27. (Schreiber Decl. ¶ 41.) The group is limited to Class members with a qualifying renewal-related event before Equity changed its notice practice on May 2, 2023. (*Id.*)

The Notice group consists of Class members with one or more qualifying violations between March 4, 2021 and May 1, 2023. For purposes of this group, a Notice violation occurred during this period if Defendants' records show that either: (1) Equity created a rent renewal notice, a Class member received a rent renewal notice, or a Class member executed a new lease agreement under Equity's allegedly non-compliant notice practice; or (2) a Class member experienced a rent increase exceeding five percent without receiving the written explanation required by the Ordinance. There are 670 Class members in this group, and Defendants' records reflect 1,385 potential Notice violations. (Schreiber Decl. ¶ 42.) Because the Ordinance authorizes statutory penalties of \$200 to \$400 per violation, the potential statutory penalty recovery for this group ranges from \$277,000 to \$554,000. (Milpitas Mun. Code, § XII-2-13.02.) For purposes of settlement, Plaintiff proposes allocating \$100.00 to each Class member in the Notice group, for a total allocation of approximately \$67,000. (Schreiber Decl. ¶ 42.) This category compensates Class members for the alleged failure to provide required Ordinance disclosures at key points in the tenancy, including lease execution and renewal. The amount allocated for this violation reflects the relative harm of the informational injury associated with Defendants' alleged failure to provide the statutory notice.

The Restitution group consists of Class members whose rent renewal notice was created by Equity, or who received and/or responded to a rent renewal notice, or who executed a renewal agreement, between March 4, 2021 and May 1, 2023, before Equity changed its notice practice, and

1 who had a corresponding rent increase between March 4, 2021 and June 22, 2026.¹ (Schreiber Decl.
2 ¶ 43.) The later end date for the Restitution group reflects Plaintiff's contention that rent increases
3 allegedly imposed without the required notices resulted in an ongoing harm. In other words, Class
4 members whose rent was unlawfully raised have continued to pay higher rent after the notice
5 violation occurred. (*Id.*) There are 362 Class members in this group. (*Id.*)

6 After accounting for the amounts allocated to the Ordinance and Notice groups, Class
7 counsel expects \$275,150.26 will be available for the Restitution group. Plaintiff proposes allocating
8 that amount equally among the 362 Class members, resulting in an average Restitution-group
9 payment of approximately \$760.08. This approach is reasonable because the Restitution group
10 addresses the alleged economic harm resulting from unlawful rent increases by restoring a portion of
11 the overpaid amounts to these Class members. The Restitution group therefore compensates alleged
12 rent overpayments, separate from the amounts allocated for the underlying notice and Ordinance
13 violations.

14 The proposed methodology also recognizes that most Class members fall into more than one
15 group. Class members who belong to multiple groups will receive their allocation for each group to
16 which they belong. (Schreiber Decl. ¶ 44; S.A. ¶ 5.3(a).) For example, a Class member who belongs
17 to all three groups would receive an estimated average total payment of approximately \$3,737.35,
18 consisting of an average Ordinance-group payment of \$2,877.27, a \$100 Notice-group payment, and
19 an average Restitution-group payment of \$760.08. (Schreiber Decl. ¶¶ 41–43.)

20 This methodology is fair and reasonable because it ties payments to objective records and to
21 the categories of alleged harm asserted in the Action. It ensures that those Class members who
22 suffered an informational injury (but no accompanying rent increase) are nonetheless compensated
23 for Defendants' violations, while recognizing that certain Class members were entitled to higher
24 damages under the Ordinance based on the timing of their rent increases. Class members who
25 allegedly experienced additional violations or harms receive additional compensation, while
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27 ¹ June 22, 2026 is the date the Settlement Agreement was fully executed.

1 similarly situated Class members are treated alike. The methodology is also administratively feasible
2 because each Class member's payment is based upon Equity's records, without requiring Class
3 members to submit claims or provide additional documentation. (Schreiber Decl. ¶ 46.)

4 For these reasons, Plaintiff respectfully requests that the Court approve the proposed
5 allocation methodology and authorize the Settlement Administrator to calculate and distribute
6 individual class member payments in accordance with that methodology.

7 **B. THE COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE**

8 The Parties also seek the Court's approval of the proposed Class Notice. The proposed notice
9 plan uses two related notices: a Short Form Notice in the form of an email and a Long Form Notice.
10 (S.A. ¶¶ 9.4–9.9.)

11 A notice of a class action settlement is adequate if the notice “contain[s] an explanation of
12 the proposed settlement and procedures for class members to follow in filing written objections to it
13 and in arranging to appear at the settlement hearing and state any objections to the proposed
14 settlement.” (Cal. Rules of Court, rule 3.769(f); *Cellphone Termination Fee Cases* (2010) 186
15 Cal.App.4th 1380, 1390.) “The notice given to the class must fairly apprise the Class members of the
16 terms of the proposed compromise and of the options open to dissenting Class members.” (*Trotsky v.*
17 *Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 151–152.) “The purpose of a class
18 notice in the context of a settlement is to give Class members sufficient information to decide
19 whether they should accept the benefits offered . . . or object to the settlement.” (*Wershba*, 91
20 Cal.App.4th at p. 252.) “As a general rule, class notice must strike a balance between thoroughness
21 and the need to avoid unduly complicating the content of the notice and confusing Class members.”
22 (*Id.*) “[T]he trial court ‘has virtually complete discretion as to the manner of giving notice to class
23 members.’” (*7-Eleven Owners for Fair Franchising v. The Southland Corp.* (2000) 85 Cal.App.4th
24 1135, 1164.)

25 The proposed notice plan satisfies this standard. The Email Short Form Notice summarizes
26 the Settlement in plain language and directs Class members to the settlement website, where they
27 can access the Long Form Notice and additional settlement materials. (S.A. ¶¶ 9.4–9.9, Ex. A.) Long
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1 Form Notice has been designed using improvements developed by the Impact Fund and is notable
2 for its readability and ease of use. (Schreiber Dec. ¶¶ 48–49.) Class notices following these
3 guidelines have been approved by various California courts. The Long Form Notice explains the
4 nature of the lawsuit, the Settlement Class definition, the monetary and non-monetary relief, the
5 payment methods, the attorneys’ fees and costs request, the service award request, the right to
6 request exclusion, the right to object, and the Final Approval Hearing. (S.A. ¶¶ 9.4–9.9, Ex. A.)

7 The Settlement Administrator will send the Email Notice to all persons identified in the Class
8 data. Through the settlement website, Class members will be able to review the Long Form Notice,
9 the Settlement Agreement, key case documents, individualized settlement information, estimated
10 Individual Class Member Payments, and payment-election procedures. If any email notice is
11 returned as undeliverable, the Settlement Administrator will re-send notice by first-class U.S. mail to
12 the Class members’ last-known mailing address. (S.A. ¶ 9.4(c).)

13 The notices also explain Class members’ options. Class members may do nothing and receive
14 payment electronically. They may also elect payment by paper check, request exclusion from the
15 Settlement, or object to the Settlement. This notice plan is adequate because it provides direct notice,
16 individualized payment information, clear options, and a settlement website where Class members
17 can obtain additional information. (S.A. ¶¶ 5.3(b), 9.4–9.7.)

18 The Settlement Agreement also establishes a clear process and timetable for exclusions and
19 objections, including Class members’ participation in the Final Approval Hearing. Class members
20 will have 60 days from the date the Administrator emails the Class Notice to submit either a Request
21 for Exclusion or a written objection. (S.A. ¶¶ 1.31, 9.5(a), 9.6(b).) Requests for Exclusion may be
22 submitted by email or mail and will be accepted so long as the Administrator can reasonably identify
23 the person as a member of the Class and determine that the person wishes to be excluded. (S.A. ¶
24 9.5(a)–(b).) Persons who timely exclude themselves will not receive a Settlement payment, will not
25 be bound by the Settlement, and may not object to it. (S.A. ¶¶ 1.8, 9.5(d), 9.7.) Class members who
26 remain in the Settlement may submit written objections to the Administrator and may also appear
27 personally or through counsel at the Final Approval Hearing to present their objections. The Court
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1 may hear from a Class member who appears at the hearing even if that person did not submit a
2 written objection by the deadline. (S.A. ¶ 9.6(a)–(b).) The Administrator will establish, maintain, and
3 use an internet website, with both English and Spanish language options, ensuring it is accessible to
4 a broader range of Class members. (S.A. ¶ 9.9.) This bilingual approach addresses language barriers
5 and ensures that Class members who are primarily Spanish-speaking can fully understand their
6 rights and the terms of the Settlement.

7 **C. AFFIRMATIVE OBLIGATIONS OF CLASS MEMBERS OR CLASS**
8 **COUNSEL**

9 Class Counsel, together with the Administrator, will be responsible for all aspects of
10 settlement administration, and Defendants will have no responsibility for settlement administration
11 other than providing the Class data derived from Equity’s electronic business records and paying the
12 gross settlement amount. (S.A. ¶ 9.2.) The Administrator will provide the required declaration before
13 final approval and a final report after disbursing all funds. (S.A. ¶¶ 9.10, 9.11.)

14 The Settlement provides for direct distribution through electronic payment unless a Class
15 Member elects payment by paper check. Class members may elect payment by check, in lieu of
16 electronic payment, and may provide the Administrator with the mailing address for the check. (S.A.
17 ¶¶ 5.3(b), 9.4(c).)

18 **D. FEE-SPLITTING AGREEMENT**

19 There is a fee-splitting agreement between Class Counsel, and Plaintiff has given written
20 approval of this arrangement. (Schreiber Decl. ¶ 57.) This agreement complies with the California
21 Rules of Professional Conduct, rule 1.5.1. (*Id.*) The fee division among Class Counsel does not
22 affect the total amount of attorneys’ fees requested from the Court and does not prejudice the
23 interests of the Class members. (*Id.*)

24 **E. REASONABLENESS OF THE PROPOSED CLASS REPRESENTATIVE**
25 **ENHANCEMENT**

26 California courts recognize that service awards to class representatives are appropriate to
27 compensate them for the work performed and risks undertaken on behalf of the class. (*Cellphone*
28 *Termination Fee Cases*, 186 Cal.App.4th at pp. 1393–1395.) Such awards are intended to

1 compensate class representatives for “work done on behalf of the class,” “financial or reputational
2 risk undertaken in bringing the action,” and “their willingness to act as a private attorney general.”
3 (*Id.* at p. 1394, citing *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959.)
4 Likewise, class representatives may be compensated for “the expense or risk [they have] incurred in
5 conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC*
6 (2009) 175 Cal.App.4th 785, 806.)

7 In the present case, a service award of up to \$15,000.00 represents 1.5 percent of the gross
8 settlement fund. The amount is reasonable given Plaintiff’s efforts to pursue claims involving tenant
9 notice rights and rent increases, and given the benefit obtained for hundreds of current and former
10 tenants. Schreiber Decl. ¶¶ 45, 47.) Plaintiff advanced the interests of the Settlement Class by
11 meeting with counsel, gathering documents, assisting counsel in identifying potential claims,
12 reviewing case developments, and participating in mediation for two days. (*Id.*) Plaintiff is also
13 providing Defendants with a general release and non-disparagement clause, which other Class
14 members are not providing. (S.A. ¶ 7.2.) The proposed award will not materially reduce class
15 member awards. The requested award, therefore, is manifestly reasonable. (*Clark*, 175 Cal.App.4th
16 at pp. 804–807; *Munoz*, 186 Cal.App.4th at p. 412.)

17 **V. THE SETTLEMENT MEETS THE REQUIREMENTS FOR PRELIMINARY**
18 **APPROVAL**

19 Settlement of class actions is favored by public policy. (*See Ferguson v. Lieff, Cabraser,*
20 *Heimann & Bernstein* (2003) 30 Cal.4th 1037, 1054 [“Settlement of class actions is encouraged . . .
21 because they consume substantial judicial resources and present unusually large risks for the
22 litigants” (citation and quotation marks omitted)].) A class settlement is reviewed and approved by a
23 court in two steps: (1) an early (preliminary) review, and (2) a final review at a fairness hearing after
24 notice has been distributed to the Class members. (Cal. Rules of Court, rule 3.769(c)–(g).) At the
25 preliminary approval stage, the court assesses whether the proposed settlement is within the range of
26 possible approval and “fair, adequate, and reasonable.” (*7-Eleven*, 85 Cal.App.4th at p. 1151; *see*
27 *also Palacios v. Penny Newman Grain, Inc.* (E.D. Cal., July 6, 2015, No. 1:14-cv-01804-KJM)

1 2015 WL 4078135, at *7 [“At this preliminary approval stage, the court need only determine
2 whether the proposed settlement is within the range of possible approval, such that there is a reason
3 to notify the Class members of the proposed settlement and to proceed with a fairness hearing.”
4 (citations and internal quotation marks omitted)];² NEWBERG ON CLASS ACTIONS (4th ed. 2002)
5 §11.25.)

6 “The well-recognized factors that the trial court should consider in evaluating the
7 reasonableness of a class action settlement agreement include ‘the strength of plaintiffs’ case, the
8 risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action
9 status through trial, the amount offered in settlement, the extent of discovery completed and stage of
10 the proceedings, [and] the experience and views of counsel[.]’”³ (*Kullar v. Foot Locker Retail, Inc.*
11 (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk*, 48 Cal.App.4th at p. 1801].) “[A] presumption of
12 fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation
13 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
14 experienced in similar litigation; and (4) the percentage of objectors is small.” (*Dunk*, 48
15 Cal.App.4th at p. 1802.)

16 As set forth above, all relevant factors weigh in favor of preliminary approval of the
17 proposed Settlement.

18 **VI. CONCLUSION**

19 The soonest the Court can hear the Motion for Final Approval, given the timelines in the
20 Settlement, is 112 days after the order granting preliminary approval. Plaintiff will file the motion
21

22 ² The California Supreme Court has authorized California’s trial courts to use rule 23 of the Federal
23 Rules of Civil Procedure and cases applying it for guidance in considering class issues. (*See Vasquez*
v. Super. Ct. (1971) 4 Cal.3d 800, 821.)

24 ³ *Kullar* also lists as factors “the presence of a governmental participant, and the reaction of the
25 Class members to the proposed settlement.” (*Kullar*, 168 Cal.App.4th at p. 128.) These factors are
26 not relevant because there is no government participant, and Class members have not yet been
27 notified of the proposed Settlement, so the Court cannot evaluate Class members’ reaction at this
stage of the case. The Court can evaluate Class members’ reaction at the final approval stage, after
notice has issued to Class members, and after the Court has had an opportunity to review any
objections and the number of exclusion requests.

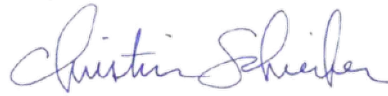
1 for final approval and the motion for attorneys' fees, costs, and service award no later than 15 court
2 days before the final approval hearing unless the Court orders otherwise.

3 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve
4 the proposed settlement, appoint class counsel and the class representative, and appoint CPT Group,
5 Inc. as the settlement administrator. Plaintiff also requests that the Court order that the notice plan
6 set forth above be implemented in accordance with the Settlement Agreement.

7
8 Dated: July 21, 2026

Respectfully submitted,

9 **OLIVIER & SCHREIBER PC**
10 **JUBILEE LEGAL**

11 

12 _____
Christian Schreiber

13 *Attorneys for Plaintiff and the Proposed Class*
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