

Filed
September 24, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
25CV460326
By: afloresca

9/24/2026 8:14:55 AM

Christian Schreiber (SBN 245597)
christian@os-legal.com
Estefania Palacios (SBN 355214)
estefania@os-legal.com
OLIVIER & SCHREIBER PC
475 14th Street, Suite 250
Oakland, CA 94612
Tel: (415) 484-0980

Daniel "Sparky" Abraham (SBN 299193)
sparky@jubilee.legal
JUBILEE LEGAL
300 E. Esplanade Dr., Suite 900
Oxnard, CA 93036
Tel: (805) 946-0386

Mark G. Rackers (SBN 254242)
mrackers@sheppardmullin.com
Anna Jane I. Zarndt (SBN 327719)
azarndt@sheppardmullin.com
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
501 West Broadway, 19th Floor
San Diego, CA 92101-3598
Tel: (619) 338-6500

Attorneys for Plaintiff and the Proposed Class *Attorneys for Defendants*

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

**JOINT STATEMENT REGARDING
MODIFICATIONS TO CLASS NOTICE;
[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hon. Frederick S. Chung
(Covering for Hon. Elizabeth C. Peterson)

Complaint Filed: March 4, 2025

1 Plaintiff Sharon Kachadoorian (“Plaintiff”) and Defendants Equity Residential
2 Management, L.L.C., Equity Residential, EQR-Fresca 2009 Limited Partnership, and Vanessa
3 Ramirez (collectively, “Defendants,” and together with Plaintiff, the “Parties”) submit this Joint
4 Statement and an accompanying [Proposed] Order conforming to the Court’s Tentative Ruling.

5 The Court conditioned its approval of the class notice on four modifications: (1) completion
6 of all bracketed placeholders, including the applicable dates, dollar amounts, the settlement website
7 address, and the settlement administrator’s contact information; (2) insertion of the date, time, and
8 location of the final approval hearing, and confirmation that the hearing location and department
9 stated in the notice are consistent with the Court’s order; (3) conformance of the notice to the
10 operative class definition, including replacement of the “[DATE AGREEMENT SIGNED]”
11 placeholder with June 22, 2026 and use of a consistent rent-increase end date of May 2, 2023; and
12 (4) addition of the Court’s specified language regarding appearance at the final approval hearing.

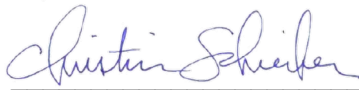
13 The Parties agree to each modification. The revised Notice of Class Action Settlement will
14 incorporate the modifications identified, and all information will be inserted by CPT group, the
15 administrator appointed by the Court.

16 The accompanying [Proposed] Order adopts the Court’s tentative ruling in full, adding only
17 a sentence at page 9, lines 7 through 8, noting the Parties’ agreement on these modifications.

18
19 Dated: September 22, 2026

Respectfully submitted,

20 **OLIVIER & SCHREIBER PC**
21 **JUBILEE LEGAL**

22 
23 Christian Schreiber

24 *Attorneys for Plaintiff and the Proposed Class*

1 Dated: September 22, 2026

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

3 *Mark Rackers*

4 Mark Rackers (Sep 22, 2026 16:47:51 PDT)

5 Mark G. Rackers

6 Anna Jane I. Zarndt

7 *Attorneys for Defendants EQUITY RESIDENTIAL*
8 *MANAGEMENT, L.L.C.; EQUITY RESIDENTIAL;*
9 *EQR-FRESCA 2009 LIMITED PARTNERSHIP; and*
10 *VANESSA RAMIREZ COURT*

1 **~~[PROPOSED]~~ ORDER**

2 This is a putative class action arising from alleged violations of the City of Milpitas Rent
3 Review Ordinance, Chapter 2, Article XII of the Milpitas Municipal Code (the “Rent Review
4 Ordinance” or “Ordinance”). In the operative Second Amended Complaint (“SAC”) against
5 defendants Equity Residential Management, L.L.C., Equity Residential, and EQR-Fresca 2009
6 Limited Partnership (collectively, “Equity”), and Vanessa Ramirez (together with Equity,
7 “Defendants”), plaintiff Sharon Kachadoorian (“Plaintiff”) alleges that Defendants, in connection
8 with lease renewals and rent increases at the Mill Creek Apartments in Milpitas, failed to provide
9 tenants the notices and disclosures required by the Ordinance, including notice of the availability of
10 rent review and written statements of the reasons for rent increases exceeding five percent. The SAC
11 alleges two causes of action, for violation of the Ordinance’s notice requirements and for violation
12 of the Unfair Competition Law, Business and Professions Code section 17200 et seq. (“UCL”).

13 Plaintiff moves, without opposition, for preliminary approval of a class action settlement,
14 conditional certification of a settlement class, appointment of the class representative and class
15 counsel, appointment of the settlement administrator, and approval of the form and manner of class
16 notice. As discussed below, the court GRANTS the motion for preliminary approval, VACATES the
17 Case Management Conference set for September 16, 2026, and sets a final approval hearing for June
18 30, 2027 at 1:30 p.m. in Department 19.

19 **I. Legal Standard**

20 A trial court reviews and approves a proposed class action settlement in two steps. At the first
21 step, the court makes a preliminary determination of the fairness, adequacy, and reasonableness of
22 the settlement, and if the settlement warrants it, directs that notice be given to the class members of
23 a final approval hearing at which they may object. (Cal. Rules of Court, rule 3.769(c)–(g).) At the
24 preliminary approval stage, the court assesses whether the proposed settlement is within the range of
25 possible approval, such that there is reason to notify the class members of the proposed settlement
26 and to proceed with a fairness hearing. (*7-Eleven Owners for Fair Franchising v. The Southland*
27 *Corp.* (2000) 85 Cal.App.4th 1135, 1151 (*7-Eleven Owners*).)

1 “In general, questions whether a settlement was fair and reasonable, whether notice to the
2 class was adequate, whether certification of the class was proper, and whether the attorney fee award
3 was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer,*
4 *Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez*
5 *v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) The most important factor is the strength of the
6 plaintiff’s case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot*
7 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) The court must be provided with
8 information sufficient to allow it to understand the amount in controversy and the realistic range of
9 outcomes of the litigation, so that it may assess the reasonableness of the settlement. (*Id.* at pp. 128,
10 130; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) A
11 presumption of fairness exists where the settlement is reached through arm’s-length bargaining,
12 investigation and discovery are sufficient to allow counsel and the court to act intelligently, counsel
13 is experienced in similar litigation, and the percentage of objectors is small. (*Dunk v. Ford Motor*
14 *Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*).)

15 II. Discussion

16 A. Provisions of the Settlement

17 The settlement has been reached on behalf of the following settlement class:

18 All individuals who signed a lease with Defendants at the Mill Creek Apartments, located at
19 440 Dixon Landing Rd, Milpitas, California, and who either (a) received and/or responded to a rent
20 renewal notice between March 4, 2021 and the date the Parties’ full-length Settlement Agreement
21 was signed, and/or (b) experienced a rent increase that went into effect between March 4, 2021 and
22 May 2, 2023.

23 (Declaration of Christian Schreiber (“Schreiber Decl.”), Ex. 1 (“Agreement”), § 1.4.) The
24 Agreement was fully executed on June 22, 2026. (Schreiber Decl., ¶ 24.) The Agreement states the
25 parties identified 696 potential class members, while further review of Equity’s records confirmed
26 that 671 individuals fall within the class definition and are eligible for payment under the allocation
27 methodology. (Agreement, § 10.1; Schreiber Decl., ¶ 29.)

Equity will pay a non-reversionary gross settlement amount of \$1,000,000. (Agreement, §§ 4.1, 5.2.) The gross settlement amount includes a class representative service award of up to \$15,000; attorney's fees of not more than one-third of the gross settlement amount (\$333,333) and litigation expenses of not more than \$30,000; and the settlement administrator's expenses of not more than \$25,000. (Id. at §§ 4.2(a)-(c), 1.3.) After these deductions, the estimated net settlement amount available for distribution to class members is approximately \$627,000. (Schreiber Decl., ¶ 45.) No portion of the gross settlement amount will revert to Defendants. (Agreement, § 5.2.)

Individual class member payments will be calculated under an allocation methodology proposed by Plaintiff and subject to court approval. (Agreement, § 5.3(a).) The methodology allocates the net settlement amount among three groups corresponding to different categories of alleged violation or harm. The Ordinance group consists of 99 class members with a qualifying renewal-related event between March 4, 2023 and May 1, 2023, and is allocated \$284,849.74, or approximately one month's rent for each qualifying member (an average of approximately \$2,877.27). The Notice group consists of 670 Class members and is allocated \$100 per member, for a total of approximately \$67,000. The Restitution group consists of 362 Class members and is allocated the remaining approximately \$275,150.26, for an average payment of approximately \$760.08. A class member who qualifies for more than one group will receive the payment assigned to each applicable group, so that a member of all three groups is estimated to receive an average total payment of approximately \$3,737.35. (Motion, pp. 16–19; Schreiber Decl., ¶¶ 40–45.)

This is not a claims-made settlement. Class members are not required to submit a claim to receive payment. If a class member takes no action, the settlement administrator will issue payment by electronic payment through PayPal or Venmo to the account associated with the Class member's email address. A Class member may instead elect to receive payment by paper check sent by first-class mail. (Agreement, §§ 5.3(b)–(e); Motion, pp. 6–7.)

The Agreement provides that electronic payments that remain unclaimed after specified periods, and checks that remain unclaimed 120 days after distribution, will be transmitted to a cy pres beneficiary, subject to court approval. (Agreement, §§ 5.3(c)–(e).) The proposed cy pres

1 recipient is the California State Bar’s Greg E. Knoll Justice Gap Fund, which allocates funds to legal
2 aid organizations that provide free civil legal services to low-income Californians. (Schreiber Decl.,
3 ¶ 50; Declaration of Daniel “Sparky” Abraham (“Abraham Decl.”), ¶ 24.) A cy pres distribution to
4 nonprofit organizations providing civil legal services to the indigent is consistent with Code of Civil
5 Procedure section 384. Class counsel represent that they have no financial interest in, or personal
6 conflict relating to, the proposed recipient. (Schreiber Decl., ¶ 50; Abraham Decl., ¶ 24.) The court
7 approves the cy pres designation.

8 In exchange for the settlement, class members who do not opt out will release the Released
9 Parties from all claims arising out of or reasonably related to the facts alleged in the action, including
10 claims relating to rent increase notices, rent renewal notices, the failure to provide notices required
11 by the Ordinance, and rent increases implemented during the class period, whether brought under
12 the Ordinance, the UCL, or any other federal, state, or local law based on the same factual predicate.
13 The release does not encompass claims for personal injury, property damage, or civil rights
14 violations. (Agreement, § 7.3; Motion, p. 8.) The release is appropriately tailored to the factual
15 allegations of the operative pleading. (*See Amaro v. Anaheim Arena Management, LLC* (2021) 69
16 Cal.App.5th 521, 538.)

17 The Agreement also provides prospective non-monetary relief. Equity has agreed that, no
18 later than 30 days after the effective date, all notices it issues under the Rent Review Ordinance will
19 include a statement of the reason or reasons for the rent increase, in the same language or languages
20 as the rest of the notice. (Agreement, § 6.1; Motion, p. 6.) The court appoints CPT Group, Inc. as the
21 settlement administrator. (Agreement, § 9.1.)

22 **B. Fairness of the Settlement**

23 The settlement was reached after contested litigation and arm’s length negotiation.
24 Defendants demurred to the First Amended Complaint and moved to strike, and on March 5, 2026
25 the court (Judge Zayner) sustained the demurrer with leave to amend. (Agreement, § 2.3; Schreiber
26 Decl., ¶¶ 17, 22.) The parties thereafter participated in two mediation sessions before the Hon. Lynn
27 Duryee (Ret.) of JAMS, an experienced neutral, on March 26, 2026 and April 21, 2026, followed by

1 negotiation of the long-form Agreement. (Schreiber Decl., ¶¶ 19–24.) Before agreeing to mediate,
2 Plaintiff obtained informal discovery, including exemplar lease agreements, exemplar renewal and
3 rent increase notices, and lease-level data for the entire Class, and Equity provided a sworn
4 declaration from a knowledgeable company official confirming its notice practices, subject to
5 confirmatory discovery. (Schreiber Decl., ¶¶ 25–30; Motion, pp. 4–5.) Both sides were represented
6 by experienced counsel. These circumstances support a presumption of fairness. (*Dunk, supra*, 48
7 Cal.App.4th at p. 1802.)

8 The settlement also reflects a reasonable evaluation of the litigation risks. Defendants deny
9 liability, contend they complied with all applicable laws, and assert defenses that they contend could
10 eliminate or substantially reduce any recovery. (Schreiber Decl., ¶ 32.) Plaintiff faces particular risk
11 on her Ordinance claim, including arguments that she cannot establish a statutory violation and that
12 certain claims are barred or limited by the applicable limitations period, and on her UCL claim, on
13 which damages are unavailable and Plaintiff would need to prove entitlement to restitution or
14 injunctive relief through common evidence. (Schreiber Decl., ¶¶ 33–34; Motion, pp. 9–10.) Judge
15 Zayner’s prior order sustaining the demurrer to the earlier pleading confirms that continued litigation
16 would involve uncertainty. (Agreement, § 2.3.) Weighed against these risks, the Settlement provides
17 certain and substantial monetary relief now, together with prospective relief addressing one of the
18 alleged notice deficiencies at the center of the Action.

19 Plaintiff’s papers describe the potential classwide exposure by group. Plaintiff estimates the
20 maximum statutory recovery for the Ordinance group, based on treble one month’s rent, at
21 approximately \$854,549.22, and the potential statutory penalty recovery for the Notice group, based
22 on 1,385 potential violations at \$200 to \$400 per violation, at between approximately \$277,000 and
23 \$554,000. (Motion, pp. 16–17; Schreiber Decl., ¶¶ 41–42.) Measured against these figures, and in
24 light of the litigation risks described above, the \$1,000,000 non-reversionary Gross Settlement
25 Amount is within the range of possible approval, consistent with the principle that a settlement need
26 not approach the full measure of potential recovery to be fair and reasonable. (*Wershba, supra*, 91
27 Cal.App.4th at pp. 246, 250.) For purposes of preliminary approval, the court is satisfied that the

1 settlement falls within the range of possible approval and that notice to the Class is warranted. The
2 court notes, however, that the moving papers present maximum exposure figures by group but limited
3 risk-adjusted valuation, and Plaintiff should be prepared to provide a fuller showing of the amount
4 in controversy and the realistic range of outcomes, as contemplated by *Kullar*, in support of final
5 approval. (*Kullar, supra*, 168 Cal.App.4th at pp. 128, 130.)

6 **C. Service Award, Fees and Costs**

7 Plaintiff will seek a class representative service award of up to \$15,000, which represents
8 approximately 1.5 percent of the gross settlement amount. (Agreement, § 4.2(a); Motion, pp. 6, 21–
9 22.) The court is inclined to approve a service award in an amount to be determined at the final
10 approval hearing, based on Plaintiff’s documented participation in the Action. Class counsel will
11 seek attorney’s fees of not more than one-third of the gross settlement amount and litigation expenses
12 of not more than \$30,000. (Agreement, § 4.2(b); Motion, p. 7.) The requested fee matches the one-
13 third benchmark that California courts commonly apply, and the court will determine the
14 reasonableness of the fee at the final approval hearing, with the assistance of a lodestar cross-check.
15 Prior to the final approval hearing, class Counsel shall submit lodestar information, including hourly
16 rates and hours worked, sufficient to support the requested fee, as well as evidence of actual litigation
17 expenses incurred and settlement administration costs. The settlement administrator’s expenses are
18 capped at \$25,000 absent a showing of good cause and court approval. (Agreement, § 4.2(c).)

19 **D. Conditional Certification of Class**

20 Plaintiff requests that the class be conditionally certified for settlement purposes. Code of
21 Civil Procedure section 382 authorizes certification of a class when the question is one of a common
22 or general interest, of many persons, or when the parties are numerous and it is impracticable to bring
23 them all before the court. A class is properly certified where there is an ascertainable class and a
24 well-defined community of interest, and where class treatment is superior to alternative proceedings.
25 (*Brinker Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021.) The numerosity requirement is
26 satisfied because the Settlement Class consists of 671 individuals, making joinder impracticable.
27 (Motion, p. 12.)

The class is ascertainable because membership is determined by objective criteria reflected in Equity’s records, which identify who signed leases at the Mill Creek Apartments, who received rent renewal notices during the class period, and who experienced qualifying rent increases, and which contain the information needed to calculate payments under the allocation methodology. (Motion, pp. 12–13; *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 986 [reference to official records is one way but not the only way to show an ascertainable class].)

A well-defined community of interest exists. Plaintiff's claims are typical of the class because, like absent class members, she leased at the Mill Creek Apartments, received renewal and rent increase communications, and alleges that Defendants failed to provide the notices and explanations required by the Ordinance. Common questions predominate because the challenged practices were standardized and can be evaluated through Defendants' common documents, records, and practices, including whether Defendants' notices complied with the Ordinance and whether Class members are entitled to relief. Plaintiff and class counsel have no interests adverse to the class and have prosecuted the action vigorously, so the adequacy requirement is met. (Motion, pp. 13–15; Schreiber Decl., ¶ 47.)

Class treatment is superior to individual adjudication because it will avoid repetitive litigation of relatively small, highly similar claims and provide a method of redress that might otherwise be uneconomical to pursue. (Motion, pp. 15-16.) The court finds that the requirements for certification of a settlement class are satisfied for settlement purposes only and conditionally certifies the settlement class defined above. The court appoints Sharon Kachadoorian as class representative and appoints Christian Schreiber and Estefania Palacios of Olivier & Schreiber PC and Daniel “Sparky” Abraham of Jubilee Legal as class counsel, in each case for purposes of settlement only. Because certification is for settlement purposes only, the Parties’ stipulation to certification has no bearing on whether a class would be certified for litigation. (Agreement, § 3.1.)

E. Class Notice

California Rules of Court, rule 3.769, subdivision (f), provides that notice of the final approval hearing must be given to the class members in the manner specified by the court, and that

1 the notice must contain an explanation of the proposed settlement and the procedures for class
2 members to follow in filing written objections and in arranging to appear at the settlement hearing.
3 A class notice is adequate if it fairly apprises class members of the terms of the proposed settlement
4 and of the options open to them. (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380,
5 1390; *7-Eleven Owners, supra*, 85 Cal.App.4th at p. 1164.)

6 The proposed notice plan uses an email short form notice and a long form notice available on
7 a settlement website. (Agreement, §§ 9.4–9.9, Ex. A.) The settlement administrator will send the
8 short form notice by email to all persons identified in the class data, and will re-send by first-class
9 mail any notice returned as undeliverable. The notice describes the lawsuit, the settlement, the
10 estimated individual class member payment, the requested attorney’s fees and class representative
11 service award, and the procedures and deadlines for electing a form of payment, requesting
12 exclusion, and objecting. Class members have 60 days from the emailing of the notice to request
13 exclusion or to object. The administrator will maintain a settlement website with English and Spanish
14 options, an email address, and a toll-free number. (Agreement, §§ 1.31, 9.4–9.9.) The form and
15 content of the notice are generally adequate, subject to the modifications set forth below.

16 The notice is approved on the condition that the parties make the following modifications
17 before the notice is disseminated. First, the parties shall complete all bracketed placeholders in the
18 notice, including the applicable dates, dollar amounts, settlement website address, and the settlement
19 administrator’s contact information. Second, the parties shall insert the date, time, and location of
20 the final approval hearing, and shall confirm that the hearing location and department stated in the
21 notice are consistent with the court’s order. Third, the notice shall be conformed to the operative
22 class definition, including by replacing the “[DATE AGREEMENT SIGNED]” placeholder with
23 June 22, 2026 and by using a consistent rent-increase end date of May 2, 2023 in the class definition.
24 Fourth, the following language regarding the final approval hearing shall be added to the notice:

25 Class members may appear at the final approval hearing in person or remotely using
26 the link for Department 19, and should review the remote appearance instructions
27 beforehand:

<https://santaclara.courts.ca.gov/online-services/remote-hearings>

Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

On the condition that the Parties make the above modifications to the notice prior to its dissemination, the notice is approved. The Parties have ^{now} filed a Joint Statement confirming their agreement to these modifications and attaching the revised notice.

III. Conclusion

The court GRANTS the motion for preliminary approval of the class action settlement, VACATES the Case Management Conference set for September 16, 2026, and sets a final approval hearing for June 30, 2027 at 1:30 p.m. in Department 19. For settlement purposes only, the court conditionally certifies the Class defined above, appoints Sharon Kachadoorian as Class Representative, and appoints Christian Schreiber and Estefania Palacios of Olivier & Schreiber PC and Daniel “Sparky” Abraham of Jubilee Legal as Class Counsel, and appoints CPT Group, Inc. as settlement administrator. The court approves the class notice subject to the modifications set forth in Part II.E and sets a final approval hearing for June 30, 2027 at 1:30 p.m. in Department 19.

Plaintiff shall file the motion for final approval along with supporting documentation no later than 15 court days before the final approval hearing, unless the court orders otherwise.

Dated: September 23, 2026



Hon. Frederick Chung

Hon. Frederick S. Chung
JUDGE OF THE SUPERIOR COURT

1 Approved as to Form and Content:

2
3 Dated: September 22, 2026

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Mark Rackers

Mark Rackers (Sep 22, 2026 16:47:51 PDT)

Mark G. Rackers

Anna Jane I. Zarndt

*Attorneys for Defendants EQUITY
RESIDENTIAL MANAGEMENT, L.L.C.;
EQUITY RESIDENTIAL; EQR-FRESCA
2009 LIMITED PARTNERSHIP; and
VANESSA RAMIREZ COURT*