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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 24 2024

BY *Jessica Garcez*
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANNE MOULTON, individually and on
behalf of all other persons similarly situated,

Plaintiff,

v.

UNITED DOMINION REALTY, L.P., UDR,
INC.; and DOES 1-100, inclusive.

Defendants.

Case No. CIV SB 2123480

CASE DEEMED COMPLEX

ASSIGNED FOR ALL PURPOSES TO
JUDGE JOSEPH T. ORTIZ

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 2, 2024
Time: 1:30 p.m.
Dept.: S17

1 WHEREAS, Class Representative Anne Moulton and Defendants United Dominion
2 Realty, L.P. and UDR, Inc., (collectively, “Defendants”) have reached a proposed settlement
3 and compromise of the claims in the above-captioned matter, which is embodied in a
4 Stipulation of Settlement that has been provided to the Court;

5 WHEREAS, the capitalized terms herein shall have the same meaning as in the
6 Stipulation of Settlement;

7 WHEREAS, the parties have applied to the Court for preliminary approval of the
8 proposed Settlement;

9 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an
10 order preliminarily approving the Settlement of this Action pursuant to the settlement
11 agreement fully executed on or about May 17, 2024 (the “Agreement”), which, together with
12 its attached exhibits, sets forth the terms and conditions for a proposed Settlement of the
13 Action; and

14 WHEREAS, the Court has read and considered the Settlement Agreement and its
15 exhibits, and Plaintiff’s Unopposed Motion for Preliminary Approval;

16 **IT IS HEREBY ORDERED** as follows:

17 1. The motion is GRANTED.

18 2. Subject to further consideration by the Court at the time of the Final Approval
19 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to
20 the Settlement Class, as falling within the range of possible final approval, and as meriting
21 submission to the Settlement Class for its consideration.

22 3. For purposes of the Settlement only, the Court certifies the Settlement Class,
23 which consists of all California residential tenants who, from August 12, 2017 to the date of
24 this order, were charged or paid one or more Late Fees imposed by Defendants.

25 4. The Court preliminarily finds, solely for the purposes of considering this
26 Settlement, that the requirements of Cal. Code Civ. Proc. § 382 are satisfied, including
27 requirements for the existence of an ascertainable class, a well-defined community of interest,
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1 and manageability of a settlement class, that common issues of law and fact predominate, and
2 that a settlement class is superior to alternative means of resolving the claims and disputes at
3 issue in this Action.

4 5. The Court appoints Bursor & Fisher, P.A., and Gucovschi Rozenshteyn, PLLC.,
5 as Class Counsel for purposes of this settlement. The Court preliminarily finds that the Class
6 Representative and Class Counsel fairly and adequately represent and protect the interests of
7 the absent Settlement Class Members in accordance with Cal. Code Civ. Proc. § 382.

8 6. A Final Approval Hearing shall be held before this Court at 1:30 p.m. on April
9 2, 2025 in Department S17 of the San Bernardino County Superior Court, to address: (a)
10 whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
11 (b) whether the Final Approval Order and Judgment should be entered; (c) whether the
12 application for approval of the payment of attorneys' fees to Class Counsel should be approved;
13 (d) whether Class Counsel's application for reimbursement of costs and expenses and payment
14 of an incentive award to the Class Representative from the Settlement Fund should be
15 approved; and (e) any other matters that the Court deems appropriate.

16 7. The Court approves, as to form and content, the Notice, substantially in the form
17 attached as Exhibit D hereto. On or before December 2, 2024, Class Counsel are directed to
18 cause the publication notice to be published substantially in the form of Exhibit D.

19 8. The Court finds that the Parties' plan for providing notice of the Settlement
20 Class described in Article IV of the Stipulation of Settlement constitutes the best notice
21 practicable under the circumstances and shall constitute due and sufficient notice to the
22 Settlement Class of the pendency of this Action, certification of the Settlement Class, the terms
23 of the Stipulation of Settlement, and the Final Approval Hearing, and complies fully with the
24 requirements of the California Rules of Court, the California Code of Civil Procedures, the
25 Constitution of the State of California, the United States Constitution, and other applicable
26 laws.

27 9. The Court further finds that the notice plan described in Article IV of the
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1 Stipulation of Settlement will adequately inform the members of the Settlement Class of their
2 right to exclude themselves from the Settlement Class so as not to be bound by the terms of the
3 Stipulation of Settlement.

4 10. Any member of the Settlement Class who desires to be excluded from the
5 Settlement Class, and therefore not be bound by the terms of the Stipulation of Settlement,
6 must send a timely and valid written Request for Exclusion, postmarked on or before March 3,
7 2025, to the Settlement Administrator, RG/2 Claims Administration LLC, pursuant to the
8 instructions set forth in the Notice. Specifically, Settlement Class Members will be able to
9 submit the Request for Exclusion by mailing a Request for Exclusion letter to the Court,
10 explaining that the Settlement Class Member wants to be excluded from the Settlement Class in
11 *Moulton v. United Dominion Realty, L.P.*, with their name, address, telephone number, and
12 signature.

13 11. Any person falling within the definition of the Settlement Class who elects to be
14 excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be
15 bound by the release of any claims pursuant to the Stipulation of Settlement, and shall not be
16 entitled to object to the Settlement or appear at the Final Approval Hearing. The names of all
17 Persons timely submitting valid Requests for Exclusion shall be submitted to the Court by
18 Class Counsel.

19 12. The Claims Deadline referenced in Article IV of the Stipulation of Settlement
20 shall be March 3, 2025. The Class Representative will file with the Court her motion in
21 support of final approval of class action settlement, Fee and Expense Application(s), and
22 supporting papers, no later than February 14, 2025.

23 13. Any Settlement Class Member who does not submit a valid and timely Request
24 for Exclusion may object to the Stipulation of Settlement, to Class Counsel's application for
25 attorneys' fees, costs, expenses and/or incentive awards, or to the entry of the proposed Final
26 Approval Order. Any such Settlement Class Member shall have the right to appear and be
27 heard at the Final Approval Hearing, either personally or through an attorney retained at the
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1 Settlement Class Member's own expense. Any such Settlement Class Member must (a) file
2 with the Court a notice of intention to appear at the Fairness Hearing, together with supporting
3 papers, including a detailed statement of the specific objections made; (b) serve the notice of
4 intention and supporting papers on Class Counsel and Defendants' Counsel identified in
5 paragraph 14, postmarked on or before March 3, 2025; and (c) provide, with the notice of
6 intention to appear, documentary evidence that the objector was assessed and paid a Late Fee
7 to Defendants during the Settlement Class Period. Only Settlement Class Members who made
8 such a submission shall be entitled to be heard at the Final Approval Hearing. Any such Class
9 Member must also provide contact information to allow the Class Representative to serve any
10 response to objections, or to provide notice of scheduling changes. The Class Representative
11 will file with the Court her response to any objections no later than March 17, 2025.

12 14. In the event a Settlement Class Member elects to serve the Parties, service of all
13 papers shall be made as follows: for Class Counsel, to L. Timothy Fisher, Bursor & Fisher,
14 P.A., 1990 North California Blvd., 9th Floor, Walnut Creek, CA 94596 and Adrian Gucovschi,
15 Gucovschi Rozenshteyn, PLLC, 140 Broadway, Suite 4667, New York, NY 10005; and for
16 Defendants' Counsel, Jeffrey M. Singletary, Snell & Wilmer, L.L.P., 600 Anton Blvd., Suite
17 1400, Costa Mesa, CA 92626.

18 15. Any Settlement Class Member who does not make an objection in the time and
19 manner provided shall be deemed to have waived such objection and shall be forever
20 foreclosed from asserting any objection to the fairness or adequacy of the proposed settlement
21 as incorporated in the Stipulation of Settlement, the payment of attorney's fees, costs and
22 expenses, the Class Representative's incentive award, or the Final Approval Order and
23 Judgment.

24 16. In the event that the proposed Settlement is not approved by the Court, or in the
25 event that the Stipulation of Settlement becomes null and void pursuant to its terms, this Order
26 and all orders entered in connection therewith shall become null and void, shall be of no further
27 force and effect, and shall not be used or referred to for any purposes whatsoever in this Action
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1 or in any other case or controversy; in such event the Stipulation of Settlement and all
2 negotiations and proceedings directly related thereto shall be deemed to be without prejudice to
3 the rights of any and all of the Parties, who shall be restored to their respective positions as of
4 the date and time immediately preceding the execution of the Stipulation of Settlement.

5 17. The Court may, for good cause, extend any of the deadlines set forth in this
6 Order without further notice to the Settlement Class Members. The Final Approval Hearing
7 may, from time to time and without further notice to the Settlement Class, be continued by
8 order of the Court.

9 18. The Court may, by further order, adjust the manner in which payment is made to
10 certain Settlement Class Members to better facilitate the delivery of settlement funds to those
11 who are entitled to receive them.

12 19. All proceedings in the Action, other than proceedings necessary to carry out or
13 enforce the terms and conditions of the Agreement and this Order, are hereby stayed.

14 20. The Court shall retain jurisdiction over any claim relating to the Stipulation of
15 Settlement (including all claims for enforcement of the Settlement Agreement and/or all claims
16 arising out of a breach of the Settlement Agreement) as well as any future claims by any
17 Settlement Class Member relating in any way to the Released Claims.

18 **Summary of Deadlines**

19 Event	Date
20 Deadline to Publish Notice of Settlement	December 2, 2024
21 Deadline for Motion for Final Approval of Settlement	February 14, 2025
22 Deadline for Plaintiff and Class Counsel to Submit Their Motion for Attorneys' Fees, Costs and Expenses and Class Representative's Incentive Award	February 14, 2025
23 Deadline to Submit Claims Forms	March 3, 2025
24 Deadline to Submit Requests for Exclusion	March 3, 2025
25 Deadline to Submit Objections	March 3, 2025

1	Deadline to Submit Responses to Objections	March 12, 2025
2	Class Counsel's Deadline to File Exclusion Report with the Court	March 12, 2025
3		
4	Final Approval Hearing	April 2, 2025 at 1:30 p.m.

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6 IT IS SO ORDERED.

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8 Dated: Oct 24, 2024



JOSEPH T. ORTIZ
Judge of the Superior Court

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Bursor & Fisher, P.A., 1990 North California Blvd, 9th Floor, Walnut Creek, California 94596. On October 9, 2024, I served the within document(s):

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

by e-mail transmission on that date. These documents were transmitted via e-mail to the following e-mail addresses as set forth below.

Jeffrey M. Singletary
jsingletary@swlaw.com
Jing (Jenny) Hua
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Justin F. Mello
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600 Anton Blvd., Suite 1400
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Attorneys for United Dominion Realty, L.P.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on October 9, 2024, at Walnut Creek, California.



Debbie Schroeder