

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Jabbar v. Aimco Pathfinder Village Apartments, L.P., et al., Case No. RG21111429

**Important: This notice may affect your legal rights.
Read it carefully.**

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

A court approved this notice. This is not an advertisement.

To:

You are receiving this Notice because your rights may be affected by the settlement (“Settlement”) of a class action lawsuit; please read it carefully. You may be a current or former tenant at the Pathfinder Village Apartments, 39800 Fremont Boulevard, Fremont, CA, (“Pathfinder Village”), who paid alleged unlawful rent increase(s) or late fee(s) from August 2017 to May 2022. You may be one of those current or former tenants and consequently a member of the class. Because your rights may be affected by a settlement of a class action lawsuit, it is important that you read this notice carefully.

WHAT IS THIS CASE ABOUT?

Plaintiff Mohammed Jabbar (“Plaintiff”) filed a lawsuit against defendants Aimco Pathfinder Village Apartments, L.P., et al., (“Defendants”) in which he represents a class of tenants who lived at Pathfinder Village from August 2017 to May 2022 and who paid a rent increase and/or who paid late fees during that time period. Plaintiff alleges that Defendants violated the City of Fremont’s Rent Review Ordinance and its predecessor Residential Rent Increase Dispute Resolution Ordinance, and that they increased rents beginning August 27, 2017, by amounts not permitted by state law. Plaintiff also alleges that Defendants charged late fees in violation of California law. Plaintiff seeks an order from the Court that would provide for repayment of rent increases and/or late fee amounts that tenants allegedly overpaid.

Defendants deny all of the Plaintiff’s allegations. Defendants allege that they provided the proper notices and that any late charges imposed were lawful. Defendants also deny that any current or former tenants have been injured or damaged in any way and/or that Defendants owe any current or former tenants any money.

The Court has certified this action as a class action. In light of the litigation and discovery that has occurred thus far, Plaintiff and his counsel (“Class Counsel”) worked with Defendants and their counsel to resolve the litigation through a Settlement and the Settlement benefits are described below. This notice informs you of the terms of the Settlement and your rights under it. The Court has not rendered any opinion or ruling on the merits as to whether the Plaintiff or the Defendants are correct about legal claims in the case, or who will win at trial. This notice provides instructions on the options available to you.

WHO IS INCLUDED IN THE CLASS AFFECTED BY THIS SETTLEMENT?

The class of persons affected by the Settlement are all current or former tenants who paid alleged unlawful rent increase(s) or late fee(s) from August 27, 2017 to May 3, 2022 while residing at Pathfinder Village.

RELIEF FOR SETTLEMENT CLASS

Plaintiffs and Defendants have agreed to the Settlement in this action. The following is a summary of the Settlement. A full copy of the Settlement and other public documents filed with the Court regarding this action can be viewed at www.pathfindervillageapartmentsclassaction.com. The Court has appointed Simpluris, Inc., as the class action Settlement Administrator. Under the terms of the Settlement, Defendants have agreed, subject to final approval by the Court, to provide relief in the amount of \$275,000.00.

The Settlement provides that Class Counsel will calculate the amount of alleged unlawful rent increase and late charges payable to each eligible class member on a pro rata basis during the class period. Specifically, the pro rata calculation is based upon the number of alleged unlawful rent increases and late fee charges each respective class member household paid while living at Pathfinder Village during the class period with a reduction for the amount of attorneys' fees, costs, and any class representative award that is approved by the Court. The Settlement amount shall be allocated between the rent increase claims and the late charge claims such that 88.37% is allocated to the rent increase claims, 11.63% is allocated to the late charge claims, and those funds shall thereafter be distributed to class members holding one or both of such claims pro rata based on the amount(s) paid relative to the total of all such payments as calculated by Plaintiff's counsel.

In the event the total settlement amount is less than the rent increase and/or late charge claims for class members or the total settlement amount is equal to the rent increase and/or late charge claims for class members, the total settlement amount will be apportioned pro rata in equal share per class member. If the total settlement amount exceeds the rent and/or late charge claims for class members, or class members do not negotiate their Settlement check within ninety days of its issuance, then any remainder of the total settlement amount including excess and/or unclaimed funds will be disbursed to non-profit organizations subject to Court approval and not revert to Defendants.

At the final approval hearing, Class Counsel may make written application to the Court for an award of attorneys' fees incurred in the prosecution of this action up to \$90,750.00 which is 33% of the \$275,000.00 settlement amount and for costs. Class members will not be required to separately compensate Class Counsel for their fees and costs. At the final court approval hearing, Class Counsel may also make written application to the Court for an award not to exceed \$20,000.00 to be paid to Plaintiff for his service as a class representative. The settlement administration costs shall be paid exclusively from the settlement amount.

RELEASES

All class members who do not submit a timely and valid exclusion form described below will release (*i.e.*, discharge) Defendants from all claims of liability that were made or could have been made in this action arising from or relating to the subject matter of this action. Specifically, each

class member will fully and forever waive, relinquish, release and discharge Defendants, as well as their respective agents, attorneys, insurers, representatives, heirs, family members, tenants, devisees, assigns, receivers, executors, trustees, settlors, transferees, predecessors, successors and any and all persons and entities who may claim through or on behalf of the parties, from any and all actions, causes of actions, complaints, cross-complaints, claims, demands, rights, injuries, debts, obligations, liabilities, contracts, duties, damages, costs, attorneys' fees, expense or losses of every kind, nature, character, or description whatsoever, that accrued at any time prior to execution of the Settlement, direct or indirect, fixed or contingent, that were raised or could have been raised based on the allegations of Plaintiff's class action complaint, including, without limitation, unlawfully increasing rents from tenants in violation of the City of Fremont's Rent Review Ordinance and its predecessor statute identified as the Residential Rent Increase Dispute Resolution Ordinance and/or in violation of the express or implied terms, conditions and covenants in the tenants' lease agreements, negligence, negligent hiring, retention and supervision of employees, unfair business practices in violation of Business & Professions Code section 17200, et seq. and violations of Civil Code section 1671 in charging and collecting late fees, whether known or unknown, during the Class Period. This release and discharge would cover all remedies that could be claimed for the causes of action in the Action, including but not limited to, statutory, constitutional, contractual and common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney's fees, litigation costs, restitution, and equitable relief.

WHAT ARE MY OPTIONS

A. You Can Participate in the Settlement.

If you paid an alleged unlawful rent increase and/or late fee charge between August 27, 2017, and May 3, 2022, while living at Pathfinder Village, you are a member of this class action. You do not need to do anything to receive your pro rata share of the settlement refunds for any alleged unlawful rent increase and/or late fee charge your household paid during the class period subject to a pro rata deduction based on the amount of attorneys' fees, costs and class representative awards that are approved by the Court. Subject to final approval by the Court, Simpluris, Inc., shall issue a check to each eligible class member pertaining to the amount of alleged unlawful increased rent and/or late charges paid by the class member's household during the class period subject to a pro rata deduction based on the amount of attorneys' fees, costs and class representative awards that are approved by the Court.

You have the right but are not required, to appear at the final approval hearing and give your views on whether the Settlement should be approved. You may retain an attorney to represent you at your own expense if you choose, but you are not required to do so. If you do not retain a separate attorney, then your interests will be represented by Class Counsel at the final approval hearing, or you may represent yourself. If you want to participate in the Settlement, no further action on your part is required.

B. You Can Exclude Yourself From the Settlement.

You have the right to exclude yourself from the Settlement. If you exclude yourself from the class action, you will not be part of the class action and will not receive a payment as a result of the

Settlement. You will also not be bound by any judgment in the class action and you will remain free to file your own lawsuit against the Defendants. To be excluded, you and every other member of your household on the lease must sign, date, and submit the enclosed Exclusion Form via mail or email to the Settlement Administrator by August 29, 2025.

Jabbar v. AIMCO Pathfinder Village Apartments, L.P.
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799
info@pathfindervillageapartmentsclassaction.com
Fax Number: 714-824-8591

As stated above, to exclude yourself from the class action in a single tenant household, you must sign and date the enclosed Exclusion Form which states you want to be excluded from the class in this case. It must be submitted via mail or email to the Settlement Administrator listed above. Also as stated above, to exclude yourself from the class action in a multi-tenant household, you and every other member of your household on the lease must sign and date the enclosed Exclusion Form which states you want to be excluded from the class in this case. It must be submitted via mail or email to the Settlement Administrator listed above. If you do not submit a signed and dated Exclusion Form via mail or email to the Settlement Administrator, by August 29, 2025, you will lose any opportunity to exclude yourself from the class.

C. You Can Object to the Settlement if You Do Not Exclude Yourself From the Settlement.

If you do not exclude yourself from the Settlement, you have the right to object to the Settlement. Your objection should be in writing providing why you object to the Settlement and mailed or emailed to the Settlement Administrator.

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Your failure to file a written objection regarding any particular aspect of the Settlement will not waive your right to orally object to the Settlement at the final approval hearing. The court will consider any oral objections made at the final approval hearing. The Court may be contacted by email at dept23@alameda.courts.ca.gov.

FINAL APPROVAL HEARING

The final approval hearing will occur on **September 25, 2025 at 10:00 am**, in Department 23 of the Superior Court, County of Alameda, located at 1221 Oak Street, Oakland, CA 94612. Members of the class, including you, can express their views on the Settlement at or before the

hearing, but you are not required to do so, and no appearance at the hearing is required. The hearing may be adjourned or continued without further notice.

CLASS COUNSEL

The attorney acting as Class Counsel in this action is Andrew Wolff, Law Offices of Andrew Wolff, P.C., 1615 Broadway, 4th Floor, Oakland, CA 94612, (510) 834-3300, andrew@awolfflaw.com and info@awolfflaw.com.

EXAMINATION OF PAPERS FILED IN THIS ACTION

If you wish to receive a copy of the court documents in the case, you can access many of the documents online at the following website specifically set up to allow class members to learn about the case: www.pathfindervillageapartmentsclassaction.com. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

If you do not have access to the Internet, you may contact Class Counsel (contact information above).

Neither Defendants nor the Court will respond to any questions regarding this Notice or the lawsuit. Please do not contact Defendants or the Court.