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By: PATRICIA F LEGLER, Deputy

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SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

MISSION VALLEY VILLAGE
MOBILEHOME ASSOCIATION, INC., a
California non-profit corporation, on behalf of
itself and all others similarly situated,

Plaintiff,

v.

ASN MISSION GORGE, LLC, a Delaware
limited liability company; NEWPORT
PACIFIC CAPITAL COMPANY, INC., a
California corporation; and DOES 1 through 50,
inclusive

Defendants.

CASE NO. 37-2010-00090665-CU-BC-CTL

Complaint Filed: April 26, 2010

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, APPROVING FORM
OF NOTICE TO THE CLASS, AND
SETTING FINAL HEARING

Judge: Hon. Judith Hayes
Dept.: 68

The Joint Motion for an order preliminarily approving the settlement of this action, conditionally certifying the settlement class; approving the form of notice to the class, and setting a final approval hearing came on for hearing in Department 68 of this Court on February 2, 2011, and was continued for further hearing on March 18, 2011 at 10:30 a.m. Peter Zamoyski appeared on behalf of Plaintiff MISSION VALLEY VILLAGE MOBILEHOME ASSOCIATION, INC. and Timothy K. Branson appeared on behalf of Defendants ASN MISSION GORGE, LLC and NEWPORT PACIFIC CAPITAL COMPANY, INC.

Having read the motion and the declarations filed by the parties, and having heard argument of counsel, this Court finds that the proposed settlement appears fair, reasonable and adequate, and that a hearing should be held after notice to the Plaintiff Class of the proposed

1 settlement to determine if the Settlement Agreement and settlement are fair, reasonable and
2 adequate and if a Settlement Approval Order and Final Judgment should be entered in this action
3 based upon the Settlement Agreement;

4 **IT IS THEREFORE ORDERED THAT:**

5 1. The Settlement Agreement and the settlement contained therein are preliminarily
6 approved as fair, reasonable and adequate.

7 2. The Court approves, as to form and content, the Notice of Proposed Settlement
8 (“the Class Notice”) attached hereto as Exhibit A. A full copy of the Settlement Agreement shall
9 be attached to the Class Notice. The Court appoints Tatro & Zamoyski, LLP as Class Counsel
10 and certifies, for settlement purposes, the Class as: “All Residents in the mobilehome park
11 known as Mission Valley Village Mobilehome Park on or after April 26, 2010. ‘Resident’
12 means an individual who is a party (or, collectively, the individuals who are parties) with a
13 tenancy in the Park under a rental agreement and/or who has the right to occupy a mobilehome
14 on a space within the Park pursuant to that rental agreement.”

15 3. Defendants will provide the class administrator— Gilardi & Co., LLC—with the
16 class members’ names and addresses.

17 4.a. The Class Notice meets the requirements of section 382 of the Code of Civil
18 Procedure, Rule 3.766 of the California Rules of Court, and due process. Within 7 calendar days
19 after the date of the Court’s preliminary approval of the proposed class settlement, approval of
20 conditional certification, and approval of the form of Class Notice, Gilardi & Co. shall print,
21 copy, and mail the Class Notice to the class members by first class mail to the most current
22 address reflected in Defendants’ records, with the notation “address correction requested.” If
23 any notice is returned with a new address, the notice will be re-mailed to the new address.
24 Defendants shall not be responsible for the failure of the Postal Service to timely deliver or
25 return a class notice. Gilardi & Co. are directed to file with the Court, and serve upon counsel
26 prior to the Final Hearing, a declaration of such mailings. The mailing of the Class Notices as
27 directed in this Order constitutes the best notice practicable under the circumstances and
28 sufficient notice to all members of the Plaintiff Class. The Class Notice shall also be posted by

1 Defendants at the Park management office and clubhouse.

2 4.b. The costs and expenses of printing and mailing the Class Notice shall be paid by
3 Defendants, subject to the provisions of the Settlement Agreement, in an amount not to exceed
4 \$2,500.

5 5. The Final Approval Hearing shall be held on May 27, 2010 at 10:30 a.m. in
6 Department 68, as set forth in the Class Notice, to determine whether the proposed settlement of
7 this action is fair, reasonable and adequate and should be finally approved. The Court will also
8 consider at the Final Approval Hearing the determination by Hon. Wayne Peterson (Ret.) of the
9 amount of attorneys' fees and costs to be awarded to Class Counsel (Exhibit C to the parties'
10 Joint Motion) and determine whether the award should be finally approved. ~~Defendant ASN~~
11 ~~MISSION GORGE, LLC shall pay the attorneys' fees and costs as determined by the Hon.~~
12 ~~Wayne Peterson (Ret.) to Plaintiff's Counsel within 21 calendar days of the entry of this~~
13 ~~Preliminary Approval Order and Plaintiff's Counsel shall hold said funds in trust until this Court~~
14 ~~issues its Final Approval Order.~~

15 6. Briefs and supporting papers in support of the proposed settlement shall be filed
16 with the Court 14 calendar days prior to the Final Approval Hearing. The Final Approval
17 Hearing described in this paragraph may be postponed, adjourned or continued by order of the
18 Court without further notice to the Plaintiff Class. After the Final Approval Hearing, the Court
19 may enter a Settlement Approval Order and Final Judgment in accordance with the Settlement
20 Agreement that will adjudicate the rights of all class members.

21 7. Any member of the Plaintiff Class who has not timely elected to be excluded from
22 the Plaintiff Class, and who objects to approval of the proposed settlement, including any award
23 of attorney fees and expenses, may appear at the Final Approval Hearing in person or through
24 counsel to show cause why the proposed settlement should not be approved as fair, reasonable
25 and adequate.

26 8. Objections to the settlement shall be heard, and any papers or briefs submitted in
27 support of said objections shall be considered by the Court only if, on or before April 25, 2011,
28 said objector(s) file with the Clerk of the Superior Court written notice of their intention to

1 object, together with supporting papers stating specifically the factual basis and legal grounds of
2 the objection, and serve copies thereof together with proof of service on or before said date upon
3 the MVV Notice Administrator at: MVV Notice Administrator, c/o Gilardi & Co., LLC, P.O.
4 Box 8090, San Rafael, CA 94912-8090. The MVV Notice Administrator shall then promptly
5 serve any such objections to each of the following counsel:

6 PETER A. ZAMOYSKI (SBN 185579)
7 TIMOTHY J. TATRO (SBN 175633)
8 TATRO & ZAMOYSKI, LLP
9 12780 High Bluff Drive, Suite 270
10 San Diego, CA 92130
11 Telephone: (858) 244-5032
12 Facsimile: (858) 847-0032

MILES D. SCULLY (SBN: 135853)
TIMOTHY K. BRANSON (SBN: 187242)
GORDON & REES LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 696-6700
Facsimile: (619) 696-7124

10 Attorneys for Plaintiff and the Proposed
11 Plaintiff Class

Attorneys for Defendants

12 9. The objections must state the name and number of the action. No Plaintiff Class
13 member shall be entitled to be heard and no objection shall be considered unless these
14 requirements are satisfied.

15 10. Any Plaintiff Class member who does not make an objection to the settlement in
16 the manner provided herein shall be deemed to have waived any such objection by appeal,
17 collateral attack or otherwise.

18 11. All discovery and other pretrial proceedings in this action are stayed and
19 suspended until further order of this Court, except such actions as may be necessary to
20 implement the Settlement Agreement and this Order.

21 12. In the event that the proposed settlement as provided in the Settlement Agreement
22 is not approved by the Court, or for any reason the parties fail to obtain a Settlement Approval
23 Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement
24 Agreement is terminated pursuant to its terms, the Settlement Agreement and all orders entered
25 in connection therewith shall become null and void and of no further force and effect, and shall
26 not be used or referred to for any purpose whatsoever. In such event, the Settlement Agreement
27 and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to
28 the rights of any and all parties thereto.

EXHIBIT A

Residents of the Mission Valley Village mobilehome park on or after April 26, 2010 could get benefits from a class action settlement.

Please read this Court-ordered Class Action Notice.

Residents of the Mission Valley Village mobilehome park (6950 Mission Gorge Road, San Diego, California) on or after April 26, 2010 may be affected by a class action lawsuit and the proposed settlement of that lawsuit. This Court-Ordered Notice, along with the accompanying Settlement Agreement, informs you of:

- The claims in the lawsuit
- The terms of the proposed Settlement and this Court's preliminary approval of the Settlement
- This Court's certification of the Class and appointment of Class Counsel
- Your right to continue to participate in, or exclude yourself from, the Plaintiff Class and Settlement

AM I AFFECTED BY THIS LITIGATION? The Court has conditionally certified the Class for settlement purposes as: *"All Residents in the mobilehome park known as Mission Valley Village Mobilehome Park on or after April 26, 2010. 'Resident' means an individual who is a party (or, collectively, the individuals who are parties) with a tenancy in the Park under a rental agreement and/or who has the right to occupy a mobilehome on a space within the Park pursuant to that rental agreement."*

WHAT IS THIS CASE ABOUT? Plaintiff alleges, among other things, that Defendants violated California's Mobilehome Residency Law, interfered with Residents' legal rights, and caused a decline in home values. Plaintiffs seek monetary damages, an injunction, and other relief. Defendants deny the allegations asserted against them and deny that they caused any damages.

WHAT ARE THE MAIN TERMS OF THE SETTLEMENT? The Settlement provides Class Members:

- A rent reduction to \$725 per month and a rent rebate
- Fixed space rent of \$725 per month for 10 years through December 2020
- A confirmation of your legal right to sell your home, and the subsequent homeowner's right to receive all relocation benefits when the Park closes

The Settlement also provides a precise amount of relocation benefits per home based on the number of bedrooms. If the park closes on or *before* March 31, 2012, Class Members will receive:

Home Size	Amount
1 BR	\$30,000
2 BR	\$48,000
3 BR	\$89,000
4 BR	\$121,000

If the park closes *after* March 31, 2012:

Home Size	Amount
1 BR	\$32,000
2 BR	\$51,000
3 BR	\$93,000
4 BR	\$126,000

The Settlement Agreement details more benefits, such as an additional \$2,000 if you elect to leave your home at the Park when it closes rather than moving your home or selling it on your own.

WHAT WILL THIS SETTLEMENT COST ME? As a Class Member, **the settlement costs you nothing**—the Settlement requires Defendants to pay all Class Counsel's attorneys' fees and costs.

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Legal Notice of Proposed Class Settlement

Mission Valley Village Mobilehome Assoc., Inc. v. ASN Mission Gorge, LLC et al. (Case No. 37-2010-00090665)

The Court has preliminarily approved an award of reasonable attorneys' fees and costs to Class Counsel of \$1,935,155. **You don't pay Class Counsel anything.**

HOW DO I REMAIN A CLASS MEMBER? **If you want to be part of this Settlement, you don't need to do anything at this time.** The Court has appointed the law firm of Tatro & Zamoyski, LLP to act as Plaintiffs' Class Counsel and represent all Class Members' rights and interests. Class Members will be bound by all Court orders, rulings, and judgments, whether favorable or not. Any claims that you have concerning the allegations briefly summarized in this Notice will be determined by the final resolution of this case. The Action will not be dismissed, settled, or compromised without final approval of this Court.

SHOULD I EXCLUDE MYSELF FROM THE CLASS? If you do not want your rights determined in this Action, you can choose to exclude yourself from the Class. By electing to be excluded, you will not be bound by any decision in the Action and you may present any claims by filing your own separate lawsuit. **If you exclude yourself, you will not receive the benefits of this Class Settlement, Class Counsel will not represent you, and you must act quickly to protect your legal rights or may lose them.** To have the Court exclude you from the Class and this Settlement, send a letter listing your name, current address, phone number, along with a statement that you want to be excluded from the Class and your signature. **To remain a Class Member and receive the benefits of the Settlement, DO NOT submit an exclusion request.** To be valid, any exclusion requests must be mailed and postmarked on or before April 25, 2011 to:

MVV Class Notice Administrator
c/o Gilardi & Co., LLC
P.O. Box 8090
San Rafael, CA 94912-8090

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court has scheduled a Fairness and Final

Approval Hearing at 10:30 a.m. on May 27, 2011 in Department 68 of the San Diego Superior Court, 330 West Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If you're a Class Member and have not excluded yourself from the Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send your objection to the Court and the MVV Class Notice Administrator. Be sure to include the full name of the case and the case number, your name, address, telephone number, the reasons why you object to the Settlement, and your signature. Also indicate if you intend to appear at the hearing and want to ask permission to speak to the Court. You can opt to have your own lawyer represent you at your own expense to appear for you in Court. Your objection and statement of intent to appear must be postmarked and mailed to the Court and the MVV Class Notice Administrator no later than April 25, 2011. After the hearing, the Court will make its decisions.

WHAT IF I WANT MORE INFORMATION? **Please read the accompanying Settlement Agreement and Release.** The lawsuit can be viewed at Class Counsel's website: www.sdRealEstateLaw.com. You can also write to Class Counsel at:

MVV Class Counsel
Tatro & Zamoyski, LLP
12780 High Bluff Drive, Suite 270
San Diego, CA 92130

All Court records may be examined at the Clerk's office, San Diego Superior Court, 330 West Broadway, San Diego, CA 92101. **Please do not phone the Court.**

By Order of the Honorable Judith F. Hayes
*Judge of the Superior Court of the State of
California, County of San Diego*