

1 **IT IS THEREFORE ORDERED THAT:**

2 1. All conditions precedent of the settlement have been met, and the Court finds
3 that the Settlement Agreement and the settlement contained therein are fair, reasonable and
4 adequate based on, among other things, the strength of plaintiff's case, the risk, expense,
5 complexity, and likely duration of future litigation, the risk of maintaining class status through
6 trial, the benefits offered and conferred upon the class by the settlement, the experience and
7 views of counsel, and reaction of class members to the proposed settlement. (See *Dunk v. Ford*
8 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Wershba v. Apple Computer, Inc.* (2001)
9 91 Cal.App.4th 224, 244-245 [court is free to balance and weigh the factors depending on the
10 circumstances of the case].)

11 2. The Court confirms its certification of the Class as: "All Residents in the
12 mobilehome park known as Mission Valley Village Mobilehome Park on or after April 26,
13 2010. 'Resident' means an individual who is a party (or, collectively, the individuals who are
14 parties) with a tenancy in the Park under a rental agreement and/or who has the right to occupy
15 a mobilehome on a space within the Park pursuant to that rental agreement."

16 3. The Court confirms that the Class Notice met the requirements of section 382 of
17 the Code of Civil Procedure, Rule 3.766 of the California Rules of Court, and due process. In
18 accordance with this Court's Preliminary Approval Order, the Notice Administrator, Gilardi &
19 Co., timely and properly served the Class Notice and Settlement Agreement on the
20 Class Members by first-class U.S. Mail, Defendants posted the Class Notice and Settlement
21 Agreement at the Park's management office and clubhouse, and Class Counsel posted the Class
22 Notice and Settlement Agreement on Class Counsel's website.

23 4. The Court notes that no putative Class Members elected to opt-out of the Class.
24 There was only one objection filed, which has since been withdrawn. Mrs. Janice Wolstencroft,
25 independently represented by JoEllen Plaskett, Esq., had objected to the settlement solely as it
26 related to the number of bedrooms in her home (located at 6816½ Mission Gorge Road) and the
27 effect the number of bedrooms had on her potential relocation benefits. Defendants agreed and
28 stipulated to list Mrs. Wolstencroft's home on Exhibit A to the Settlement Agreement as a

1 three-bedroom home as opposed to a two-bedroom home. The Court approves the stipulation
2 and agreement to amend said Exhibit A to reflect the Wolstencroft home as a three-bedroom
3 home. As to the Marlborough home at 6808 Mission Gorge Road, which is listed as the eighth
4 home on Exhibit A to the Settlement Agreement, the Court approves the parties' agreement to
5 amend said Exhibit A to reflect the Marlborough home as a two-bedroom home. As to the
6 Solana home located at 6886 Mission Gorge Road, the Court approves the parties' stipulation
7 and agreement that the Solana household is a Non-Class Member to avoid any uncertainty for
8 the Solana household and preserve that household's rights.

9 5. The Court carefully and independently considered the amount of attorneys' fees
10 and costs to be awarded to Class Counsel based on the evidence presented in the motion, the
11 recommendation of Hon. Wayne Peterson (Ret.), and the lack of any objection by any class
12 member or any party hereto as to the fees and costs to be awarded to Class Counsel. The Court
13 concurs with the findings articulated by the Hon. Wayne Peterson (Ret.) and awards
14 Plaintiff's counsel Tatro & Zamoyski, LLP attorneys' fees of \$1,927,179.00 and costs of
15 \$7,976.06 for a total award of \$1,935,155.06. Defendants shall pay these attorneys' fees and
16 costs along with all interest accruing thereon immediately, and no later than 30 ^{calendar} ~~business~~
17 days after entry of this Order.

18 6. Once Defendants have paid all attorneys' fees, costs and interest as ordered, the
19 Court hereby finds all parties and Class Members bound by the terms of the Settlement
20 Agreement, this Order, and will enter Final Judgment in accordance with the Settlement
21 Agreement. In accord with California Rules of Court, Rule 3.770(a), the Court authorizes the
22 Clerk of the Court to enter dismissal without prejudice as to the non-class members, who are
23 former homeowners and residents of the Mission Valley Village Mobilehome Park ("Park")
24 who were not residents of the Park at anytime on or after April 26, 2010.

25 7. At Defendants' cost, the Notice Administrator, Gilardi & Co., shall serve Notice
26 of Entry of Judgment on the Class by first-class U.S. Mail within 14 calendar days of the filing
27 of Notice of Entry of Judgment. (Cal. Rules of Court, Rule 3.771.) Further, copies of the
28 Notice of Entry of Judgment shall be kept by Defendants at the Park's management office at all

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times through and until the complete removal of all mobilehomes from the Park.

8. The Court shall retain jurisdiction over the parties to enforce the terms of the settlement. (Cal. Rules of Court, Rule 3.769(h); Civ. Proc. Code § 664.6.)

IT IS SO ORDERED.

Date: MAY 27 2011

 JUDITH F. HAYES
JUDGE OF THE SUPERIOR COURT