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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN FRANCISCO**

12 JONATHAN SPIRO and SIMONE KAPLAN,
13 individually and on behalf of all others
14 similarly situated,

15 Plaintiffs,

16 vs.

17 TRINITY MANAGEMENT SERVICES, 1188
18 MISSION STREET LP, 1890 CLAY STREET
19 LP, 2240 GOLDEN GATE AVE LLC,
20 CRYSTAL TOWER PARTNERS LLC,
21 SANGIACOMO FAMILY LP, TRINITY G2
22 HOLDING LLC, JAMES SANGIACOMO,
23 SUSAN SANGIACOMO, and DOES 1-50,
24 inclusive,

25 Defendants.

Case No. CGC-17-562293

**DECLARATION OF IRVIN GARCIA
ON BEHALF OF CPT GROUP, INC.
REGARDING SETTLEMENT
ADMINISTRATION AND NOTICE**

Date: July 20, 2023

Time: 10:00 a.m.

Place: Department 613

The Honorable Andrew Y.S. Cheng

DECLARATION OF IRVIN GARCIA

I, Irvin Garcia, declare as follows:

1. I am a Case Manager for CPT Group, Inc. (“CPT”). I have personal knowledge of the facts stated herein, and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of Class Actions and administering Class Action Settlements. In the past 30-plus years, we have provided notification and/or claims administration services in thousands of Class Action cases. Pursuant to the Stipulation of Class Action Settlement for this matter, CPT is responsible for (a) establishing a Settlement Website, <https://www.TrinityLawsuit.com>, that includes Court-approved documents, allows online submission of Opt Outs, and allows Class Members to select their preferred method of payment (b) printing, mailing, and emailing the *Notice of Class Action*, (c) using the National Change of Address (NCOA) search and Skip Trace to obtain updated and forwarding addresses for Class Members who had invalid email addresses, (d) processing Opt Out Forms, (e) processing and mailing or issuing electronic payments to participating Class Members, (f) issuing IRS W2 and 1099 forms accordingly, and (g) completing all other tasks mutually agreed to by the Parties or requested by the Court.

3. CPT received the Court-approved text for the Notice Packet from Counsel on April 14, 2023.

4. CPT finalized the Long Form Notice, Short Form Notice, and Opt Out Form, respectively. CPT received written approval from the parties and a sufficient number of notices were printed and or emailed according to the anticipated class size. A true and correct copy of the Long Form Notice, Short Form Notice, and Opt Out Form is attached hereto as **Exhibit A**.

5. On April 23, 2023, CPT received a finalized class data file from Plaintiff Counsel that contained names, last known mailing addresses, email addresses, Social Security numbers, and their estimated allocated Settlement payment. The finalized class list contained 4,220 Class Members.

1 6. On May 3, 2023, CPT conducted a National Change of Address (NCOA) search
2 in an attempt to update the class list of addresses as accurately as possible, for Settlement Class
3 Members who had invalid email addresses. A search of this database provides updated addresses
4 for any individual who moved in the previous four years and notified the U.S. Postal Service of a
5 change of address. As a result of the NCOA, CPT was able to locate 35 updated addresses.

6 7. On May 4, 2023, the Short Form Notices were mailed via U.S. first class mail to
7 Class Members who did not have valid email addresses. The Short Form Notice was emailed to
8 Class Members with valid email addresses.

9 8. On May 4, 2023, CPT sent an email containing the full text of the Summary
10 Notice to 3,910 Class Members for whom an email address was identified on the Class Data
11 Spreadsheet. The email that CPT sent to Class Members included an estimate of the Class
12 Member's Settlement Payment amount, and encouraged Class Members to visit the Settlement
13 Website or contact the Claims Administrator to elect whether they wish to receive their
14 Settlement Payment by check or electronic transfer and to update their mailing address.

15 9. As of the date of this declaration, 21 Notice postcards have been returned to our
16 office by the Post Office. CPT performed a Skip Trace on all returned mail with no forwarding
17 addresses in an effort to locate a better address using Accurint, one of the most comprehensive
18 address databases available. It utilizes hundreds of different databases supplied by credit
19 reporting agencies, public records and a variety of other national databases.

20 10. As a result of either skip trace, forwarding address provided from the Post Office,
21 or request from counsel or the Class Member themselves, a total of 17 Notice postcards have
22 been re-mailed to date. As of this date, there are ultimately 9 Notice postcards undeliverable with
23 no forwarding address, where no new address could be found through skip trace.

24 11. On May 4, 2023, CPT launched and has maintained a Settlement Website located
25 at www.TrinityLawsuit.com which contains, at minimum: (1) the Long Form Notice approved
26 by this Court, (2) the Amended Settlement Agreement, (3) the Opt Out Request Form, (4) this
27 Court's Preliminary Approval Order, and (5) information about the date, time, and place of the
28 Final Approval Hearing.

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12. Class Members had until June 20, 2023, to submit objections, and/or Opt Out Forms.

13. As of the date of this declaration, CPT has not received any written objections to the Settlement from Class Members.

14. As of the date of this declaration, CPT has received 1 Opt Out Form. The Class Member who submitted the Opt Out Form is named Ashley Sue Wen Teow.

15. As of the date of this declaration, CPT will report that a total of 4,219 participating Class Members are part of this Class Action Settlement, representing a 99.98% participation rate.

16. CPT will charge a total of \$49,500.00 in costs associated with the administration of the Settlement. Our final quote includes services incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th of June 2023, at Irvine, California.



Irvin Garcia

EXHIBIT A

NOTICE OF CLASS ACTION

This is a court-approved notice. It is not an attorney solicitation or advertisement.

If You Resided In A Rent-Controlled Apartment Managed By Trinity Management Services and Paid Trinity for Water and Trash, You May Be Eligible for a Payment from a Class Action Settlement

A settlement (the “Settlement”) has been proposed in the class action lawsuit *Spiro v. Trinity Management Services*, Case No. CGC-17-562293, pending in the Superior Court of the State of California, County of San Francisco (the “Lawsuit”). *The Settlement may affect your rights.*

The Lawsuit alleges that Trinity Management Services (“Trinity”) violated the San Francisco Rent Ordinance (known formally as the Residential Rent Stabilization and Arbitration Ordinance, codified at Chapter 37 of the San Francisco Administrative Code) and other laws by charging tenants for water, sewer, trash, and recycling services and also by not passing on refunds for these utilities to rent-controlled tenants. Trinity denies any wrongdoing or liability.

- The Court has conducted the first phase of a two-part trial, after which it decided that the Rent Ordinance precludes Trinity from charging any rent charges to Class Members greater than the "base rent" as defined on page 1 of their Lease Agreement, and that by allocating extra charges to Class Members for water and trash in addition to the contractually agreed-upon “base rent,” Trinity violated the Rent Ordinance. Trinity has stated its intention to appeal the Court’s decision to the Court of Appeal. Trinity’s appeal has not been filed or decided by the Court of Appeal. The second phase of the bifurcated trial—at which time the Court would decide all remaining issues in the case, including whether to award damages and, if so, how much to award—has not yet occurred.
- You may be a Class Member and may be entitled to participate in the proposed Settlement. This Notice will help you determine whether or not you are a Class Member.
- If you are a Class Member, you need to decide whether to stay in the Settlement and obtain the benefits of the Settlement or opt-out of the Settlement and pursue your claims on your own. If you do not opt-out of the Settlement, you also may decide whether or not you want to object to the Settlement.
- The decision of whether to object to the Settlement or request to be excluded from the Settlement is entirely yours to make. This Notice is intended to provide you with the information you need to make an informed decision.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOUR CHOICES	SUMMARY
DO NOTHING	<p>If you are a Class Member and you do not do anything, you will continue to be a part of the Class and, if this Settlement is approved, you will release the claims described below against the Released Parties. You do not need to do anything to be eligible for compensation. If you do nothing, you will be sent the compensation to which you are entitled under the settlement, and you may still object to the Settlement. Even though you are not required to do anything to be sent a settlement payment, you are strongly encouraged to update your mailing address with the Claims Administrator to ensure your settlement payment is mailed to your correct address.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You can exclude yourself from the Settlement by notifying the Claims Administrator of your desire to exclude yourself from this Settlement. To exclude yourself from this Settlement, you must submit an Opt-Out Form or a letter or postcard requesting exclusion. You must do so by June 20, 2023.</p> <p>If you decide to exclude yourself from the Settlement, you will receive no benefit from the Settlement. This option allows you to retain your right to bring another lawsuit against Trinity about the claims in this case, <u>but</u> you give up the right to get an award under the Settlement. If you exclude yourself from the Settlement, you also give up your right to object to the Settlement. That means if you exclude yourself from the Settlement and file an objection, your objection will not be considered because you will no longer be part of the Settlement Class.</p> <p>See Questions No. 15-17 for more information about excluding yourself from the settlement.</p>
OBJECT	<p>If you do not exclude yourself from the Settlement, you may object to the terms of the Settlement by submitting an objection to the Claims Administrator. The Claims Administrator will file any objections with the Court for its review in advance of the final approval hearing. If you wish to file a written objection, you must do so by June 20, 2023.</p> <p>See Questions No. 21-22 for more information about objecting to the settlement.</p>
GO TO A HEARING	<p>If you do not exclude yourself from the Settlement, you may ask to speak in Court about the fairness of the Settlement and any objections you may have at the final approval hearing. Class Members do not need to file an objection to state an objection at the hearing. The hearing is open to the public and any Class Member may attend, although they are not required to do so.</p> <p>The Final Fairness Hearing on this case is set to take place on July 20, 2023, at 10:00 a.m. in Courtroom 613, San Francisco Superior Court, 400 McAllister St., San Francisco, California.</p> <p>See Questions No. 23-24 for more information about the fairness hearing.</p>

Contents

BASIC INFORMATION	4
1. Why is there a notice?.....	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?	4
WHO IS IN THE SETTLEMENT?	5
5. Who is included in the Settlement?.....	5
THE SETTLEMENT’S BENEFITS.....	5
6. What benefits does the Settlement provide?	5
7. How do I receive a payment?.....	6
8. How will my benefits be decided?	6
9. Who administers the Settlement?.....	7
10. When and how will I receive a payment?	7
11. Is my payment taxable?	7
12. If I still reside in my Trinity apartment, how does the Settlement affect me?	8
13. What if I lived in my apartment with someone else?.....	8
WHAT YOU GIVE UP BY STAYING IN THE SETTLEMENT	8
14. What am I giving up if I stay in the Settlement Class?	8
EXCLUDING YOURSELF FROM THE SETTLEMENT	9
15. How do I get out of the Settlement?	9
16. If I do not exclude myself, can I sue Trinity later?	9
17. If I exclude myself from the Settlement, can I still receive the Settlement benefits?	9
THE LAWYERS REPRESENTING YOU	9
18. Do I have lawyers in this case?.....	9
19. Can I hire my own lawyer?.....	10
20. Will the lawyers and the Class Representatives be paid?	10
OBJECTING TO THE SETTLEMENT	10
21. How do I tell the Court that I do not like the Settlement?	10
22. What is the difference between objecting to the Settlement and requesting exclusion from the Settlement? ...	11
THE COURT’S FINAL APPROVAL HEARING	11
23. When and where will the Court decide whether or not to approve the Settlement?	11
24. Do I have to attend the Final Fairness Hearing?.....	11
25. May I attend and speak at the Final Fairness Hearing?	12
IF YOU DO NOTHING.....	12
26. What happens if I do nothing at all?	12
GETTING MORE INFORMATION	12
27. How do I get more information about this case and the Settlement?.....	12

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Andrew Y.S. Cheng of the Superior Court of the State of California in and for the County of San Francisco is overseeing this case. The case is known as *Spiro, et al. v. Trinity Management Services* (Case No. CGC-17-562293 (the “Lawsuit”). The people who filed the lawsuit are Jonathan Spiro and Simone Kaplan, and they are called the Plaintiffs. The company against which the lawsuit was filed is Trinity Management Services, Inc. (“Trinity”) and it is called the Defendant.

2. What is this lawsuit about?

In this lawsuit, Plaintiffs allege, among other things, that Trinity violated the law by using a “Utility Invoicing and Allocation Addendum” to its lease agreements to charge rent-controlled tenants for water, sewer, trash, and recycling services (referred to as “Allocated Utility Charges”). Plaintiffs allege that these allocations caused each tenant’s total rent amount to exceed the maximum amount of rent which the Rent Ordinance allows. Plaintiffs also allege that Trinity improperly failed to pass on refunds it collected from utility providers (including Recology) to its rent-controlled tenants.

The causes of action asserted in the First Amended Complaint are for: (1) violations of California Business and Professions Code section 17200, (2) violations of the San Francisco Rent Ordinance (known formally as San Francisco Administrative Code, chapter 37), and (3) breach of contract. The First Amended Complaint contains all of the allegations and claims asserted against Trinity and can be obtained from the Settlement Website, www.TrinityLawsuit.com, or by requesting a copy from Claims Administrator following the instructions in Question 27 below.

Trinity denies the allegations asserted in the Lawsuit and it denies any wrongdoing or liability whatsoever. The proposed Settlement is not an admission of guilt or any wrongdoing by Trinity.

3. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case, Plaintiffs Jonathan Spiro and Simone Kaplan), sue on behalf of people who have similar claims. The people included in the class action are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who timely exclude themselves from the Class.

4. Why is there a Settlement?

The Court decided that the trial of this case should occur in more than one phase (called a “bifurcated trial.”) The Court has already conducted the first phase of the bifurcated trial. Following the first phase of the bifurcated trial, the Court decided that the Rent Ordinance precludes Trinity from charging any rent charges to Class Members greater than the “base rent” as defined on page 1 of their Lease Agreement, and that by allocating extra charges to Class Members for water and trash in addition to the contractually agreed-upon “base rent,” Trinity violated the Rent Ordinance. Trinity has stated its intention to appeal the Court’s decision to the Court of Appeal. Trinity’s appeal has not been filed or decided by the Court of Appeal.

The second phase of the bifurcated trial—at which time the Court would decide all remaining issues in the case, including whether to award damages and, if so, how much to award—has not yet occurred.

Rather than continue to litigate this case, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs, uncertainty, and delay of the second phase of trial and any appeal that might be filed after the trial, and Class Members receive the benefits described in this notice. The Class Representative and Class Counsel believe the Settlement is best for everyone who is affected.

WHO IS IN THE SETTLEMENT?

To see if you will be affected by the Settlement, or if you are eligible to receive benefits from the Settlement, you first must determine if you are a member of the Class (known as a “Class Member.”)

5. Who is included in the Settlement?

The Class includes all individuals who, at any time between November 3, 2014, and March 12, 2020:

- **Rented or leased any residential property located in San Francisco that, at any time during his or her tenancy, was: (1) owned, managed, operated, or maintained by Defendant Trinity Management Services, and (2) subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, codified at Chapter 37 of the San Francisco Administrative Code, and**
- **Paid Defendant Trinity Management Services and/or its agents for trash, recycling, water, or sewer services; and**
- **Where such payments were based on calculations based on the Utility Invoicing and Allocation Addendum attached to and incorporated into the Tenant’s Lease at said property.**

The Class does not include any Judge who oversees this case or any of his or her immediate family members.

Class membership is subject to validation and will be determined by the Claims Administrator based on whether Trinity has a record of the Class Member meeting the criteria stated above, or if the Class Member can show evidence establishing that they meet the criteria above.

If you received notice of this Settlement via e-mail or postcard from the Claims Administrator, this indicates that Trinity has a record that a tenancy is associated with your email or physical address. You may contact the Claims Administrator if you have any questions as to whether you are in the Class.

THE SETTLEMENT’S BENEFITS

6. What benefits does the Settlement provide?

Upon Final Approval of the Settlement, **Trinity will pay a total of \$3,150,000 into the Settlement Fund. After Final Approval, none of this money can ever go back to Trinity.** Instead, the entire Settlement Fund will be used to pay: (1) Class Member benefits, (2) Class Counsel’s fees and costs as approved by the Court, (3) Class Representatives’ incentive awards (to the extent approved by the Court), and (4) the costs to administer this settlement (to the extent approved by the Court). If there is any money remaining after all Class Members have been fully paid all of the benefits available under this Settlement and all of the other approved fees and costs have been paid, then the funds will be distributed to a non-profit organization called the Lawyers’ Committee for Civil Rights of the San Francisco Bay Area. Information about this organization can be found at www.lccrsf.org.

The fund from which Class Member claims will be paid is the “Benefit Fund.” This consists of the \$3,150,000 paid by Trinity, minus: (1) Class Counsel’s fees and costs as approved by the Court, (2) Class Representatives’ incentive awards (to the extent approved by the Court), and (3) the costs to administer this settlement (to the extent approved by the Court).

If you are a Class Member and you do not exclude yourself from this Settlement, you will be entitled to receive a portion of the Benefit Fund. The benefits you are entitled to receive are described in detail in Question No. 8.

7. How do I receive a payment?

To qualify for compensation from the Settlement, you do not need to do anything. If the Court grants final approval of the Settlement, all Class Members who do not exclude themselves from the Settlement will automatically receive benefits that are described in Question No. 8.

If you are entitled to a settlement payment, you are strongly encouraged to make an election to receive your payment electronically or by paper check and to update your mailing address with the Claims Administrator. You may do so by visiting the Claims Administrator’s website at www.TrinityLawsuit.com, by calling the Claims Administrator at 1-888-440-1281 or writing to: Spiro v. Trinity Claims Administrator, 50 Corporate Park, Irvine CA 92606.

8. How will my benefits be decided?

If you do not exclude yourself from this Settlement, the benefits you will receive from the Settlement will be your pro-rata share of the Benefit Fund. The Settlement Payment you receive will be based on three factors: (1) the amount of your “Apportioned Utility Charges,” (2) the total “Apportioned Utility Charges” for all Class Members who participate in the settlement, and (3) the amount of the “Benefit Fund”. These three factors are described below:

- **Your “Apportioned Utility Charges”** – This is the total amount that Trinity’s records show it charged your apartment for water and trash services, divided by the number of Class Members who lived in the apartment. For example, if Trinity charged a total of \$1,600 in water and trash charges for your apartment and you lived in the apartment with one other Class Member, your “Apportioned Utility Charges” are \$800. If you were the only Class Member who lived in the apartment, your Apportioned Utility Charges are \$1,600.
- The total “Apportioned Utility Charges” for all Class Members is estimated to be approximately \$4,200,000. If some Class Members choose to exclude themselves from the Settlement, then this amount will be lower, which would have the effect of making the Settlement Payment for Class Members who participate in the Settlement slightly higher.
- **“Benefit Fund”** – This is the total amount available to pay all Class Member benefits. As described in Question 6, the Benefit Fund is the \$3,150,000 gross settlement amount, minus: (a) attorney’s fees and costs approved by the Court, (b) Incentive Awards to the Class Representatives that are approved by the Court, and (c) the costs the Claims Administrator charges to administer the settlement that are approved by the Court. Attorney’s fees and costs will not exceed \$1,400,000 (see Question no. 20), the Incentive Awards for both Class Representatives will not exceed \$20,000 total (see Question no. 20), and the cost of administration is expected to be approximately \$49,500 (see Question no. 9). Consequently, the Benefit Fund is expected to be at least \$1,680,500.

The Claims Administrator will calculate your pro-rata share of the Benefit Fund by dividing your Apportioned Utility Charges by the total Apportioned Utility Charges for all Class Members participating in the Settlement. Your pro-rata share is then multiplied by the Benefit Fund to determine your Settlement Payment:

Your Apportioned Utility Charges

$$\frac{\text{Total Apportioned Utility Charges for All Participating Class Members}}{\text{Total Apportioned Utility Charges for All Participating Class Members}} \times \text{Benefit Fund} = \text{Your Settlement Payment}$$

You should have been notified of your estimated Settlement Payment by the Claims Administrator when you were provided notice of this Settlement. If you did not receive this information, please contact the Claims Administrator at 1-888-440-1281 to obtain your estimated Settlement Payment amount.

The Settlement Agreement (available at www.TrinityLawsuit.com) provides additional information about the determination of benefits. See Question No. 27 for more information about obtaining a copy of the Settlement Agreement.

9. Who administers the Settlement?

The Settlement will be administered by a third-party company (known as a “Claims Administrator”) that is not affiliated with Trinity in any way. The Claims Administrator is:

**Spiro v. Trinity Claims Administrator
CPT Group
50 Corporate Park
Irvine, CA 92606**

The fees and costs of the Claims Administrator are estimated to be \$49,500.00. These fees and costs, if approved by the Court, will be paid from the Settlement Fund.

10. When and how will I receive a payment?

If no objections are filed, the Claims Administrator will send payment checks after the Court gives the Settlement final approval and, if necessary, approves the transfer of the Settlement Funds. If any objections are filed, and/ or if any appeal is taken, payments will be delayed until the time to appeal has expired or any appeals are finally resolved in favor of the Settlement.

If you do not exclude yourself from the Settlement, you are strongly encouraged to elect to receive your Settlement Payment either by paper check or by electronic transfer and to update your mailing address with the Claims Administrator. You may do so by: (1) visiting the Settlement website (www.TrinityLawsuit.com), (2) calling the Claims Administrator at 1-888-440-1281, or (3) writing to the Claims Administrator at: Spiro v. Trinity Claims Administrator, CPT Group, 50 Corporate Park, Irvine, CA 92606.

If you do not elect to receive your payment electronically, a check will be mailed to you at the address you provide to the Claims Administrator. If you do not provide your mailing address to the Claims Administrator, the check will be mailed to the last known address that the Claims Administrator can locate for you, which may or may not be your current address.

You will have 180 calendar days to cash your check. If you do not cash your check within 180 calendar days from when it was issued, the Claims Administrator will stop payment on your check and the funds will be relinquished back to the Benefit Fund to be redistributed to Class Members who successfully received their Settlement Payments.

11. Is my payment taxable?

Neither Plaintiff, Class Counsel, Trinity, Trinity’s Counsel, nor the Court is giving any Class Member advice on whether the benefits provided in this Settlement are taxable or how much any Class Member might owe in taxes. Class Counsel believes that in some situations, some or all of the benefits provided in this Settlement could potentially be taxable.

Because some of the benefits in the Settlement potentially could be taxable, an IRS Form 1099 may be issued to each Class Member reflecting the total benefits provided to them under this Settlement. Class Members should consult a tax advisor if they have any questions about the tax consequences of the Settlement based on their specific situation.

If Trinity’s records do not already include a Social Security Number or Tax ID Number for a Class Member, the Claims Administrator may request from some Class Members a Social Security Number or Tax Identification Number. If a Class Member does not provide a Social Security Number or Tax ID Number to the Claims Administrator upon request, a tax withholding of approximately 30% may be deducted from that Class Member’s Settlement Payment.

Please speak with your own tax professional about any questions about taxes. The Claims Administrator, Class Counsel, Trinity’s counsel, and the Court cannot answer those questions or give you any tax advice.

Nothing in this Notice or in the Settlement should be relied upon as advice regarding taxes or taxability.

12. If I still reside in my Trinity apartment, how does the Settlement affect me?

As long as you meet the definition of a Class Member and you do not exclude yourself from this Settlement, you are entitled to all of the same rights and benefits of the Settlement if you continue to reside in your Trinity apartment.

Additionally, as part of the Settlement, Trinity has agreed that, *as of the date of the Settlement Agreement (January 25, 2023), it will no longer charge Allocated Utility Charges to any Class Member who still resides in their apartment.* If you receive any bills from Trinity for Allocated Utility Charges after January 25, 2023, you have a right to have those charges reversed or refunded.

13. What if I lived in my apartment with someone else?

To be a Class Member, you must have “rented or leased” a qualifying apartment during the time period specified. Consequently, to be a Class Member, you need to be named as a tenant in a lease agreement with Trinity. If you lived in a Trinity apartment, but your name was not listed as a tenant on the lease, please send this Notice to the listed tenant(s) so they can decide how they wish to proceed.

If you are a Class Member and you live(d) in an apartment with one or more other Class Member(s), the Settlement Payment to which you are entitled will be calculated by dividing the total benefits for the apartment as a whole equally by the number of Class Members who, based on Trinity’s records, shared the apartment. See Question no. 8 for more information about how your benefits will be calculated.

WHAT YOU GIVE UP BY STAYING IN THE SETTLEMENT

14. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you are staying in the Class and cannot sue or be part of any other lawsuit against Trinity, or the other Released Parties, for claims arising out of or relating to any allegation that Trinity or any of the Released Parties improperly or illegally charged any Allocated Utility Charges at any time through and including January 25, 2023 or that Trinity failed to remit to or credit you with any refunds received by Trinity attributable to any of such Allocated Utility Charges. This includes any allegations that any rent increases were allegedly improper or illegal solely because of Trinity or any Released Party charging you an Allocated Utility Charge.

Unless you exclude yourself, all of the decisions and judgments by the Court in this case regarding the Settlement will bind you. If you do nothing at all, you will be releasing Trinity and the other Released Parties from all of the claims described and identified in Section 6.1 of the Settlement Agreement (the “Releases”).

The “Released Parties” include all owners of residential property in San Francisco that were managed, operated, or maintained by Defendant Trinity Management Services, and each of its direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, members, and assigns, together with each of their directors, officers, employees, agents, attorneys, shareholders, trustees, underwriters and insurers, and for each person identified above, all of his, her, or their respective past, present or future heirs, estates and personal representatives.

If you stay in the Class, you agree to forever release Trinity and all of these Related Parties from:

Any and all claims, including assigned claims, regardless of the legal theory, existing now by any or all members of the Settlement Class arising out of or relating to any allegation that Trinity or any of the Released Parties improperly or illegally charged any Allocated Utility Charges at any time through and including January 25, 2023 or failed to remit to or credit the Settlement Class with any refunds received by Trinity attributable to any of such Allocated Utility Charges, including any rent increases that allegedly were improper or illegal solely because of Trinity or any Released Party charging any Allocated Utility Charge.

This release will remain effective regardless of changes in the circumstances or condition of Trinity, the other Released Parties or such Class Members.

By participating in the Settlement, you are not releasing Trinity or anyone else from any unrelated claims that are outside of those claims described above. You may continue to pursue any of those unrelated claims even if you participate in the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue Trinity on your own about the claims at issue in this Lawsuit and you do not want benefits from the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as “opting-out” of the Class.

15. How do I get out of the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you may complete the Opt-Out Form located at the website www.TrinityLawsuit.com and submit it online or print it and mail it to the Claims Administrator.

As an alternative to submitting and Opt-Out Form, you may also exclude yourself from the Class and the Settlement by sending a letter or postcard to the Claims Administrator that includes the following:

- Your name and current address;
- The address of the Trinity apartment in which you resided and the approximate dates you resided in that apartment;
- A clear request that you would like to “opt-out,” or be “excluded,” or other words clearly indicating that you do not want to participate in the Settlement; and,
- Your signature.

You may submit an opt-out request (either an Opt-Out Form or the letter/postcard described above) either electronically at www.TrinityLawsuit.com, by e-mail, or by postal mail. **To be valid, opt-out requests must be postmarked on or before June 20, 2023, or submitted online on or before 11:59 p.m. (Pacific) on June 20, 2023.**

In the event there are any technical deficiencies in the opt-out form or letter/postcard you send to the Claims Administrator, the Claims Administrator will contact you to resolve the deficiency.

16. If I do not exclude myself, can I sue Trinity later?

If you do not exclude yourself by opting-out of the Settlement, you give up the right to sue Trinity for the claims that the Settlement resolves. These claims are described in Question No. 14. If you want to pursue your own lawsuit against Trinity for any of these claims, you must exclude yourself from the Settlement.

17. If I exclude myself from the Settlement, can I still receive the Settlement benefits?

No. If you exclude yourself from the Settlement, you will not have any rights under this Settlement, you will not be entitled to receive any compensation from the Settlement, and you will not be bound by the Settlement Agreement or the Final Approval Order.

THE LAWYERS REPRESENTING YOU

18. Do I have lawyers in this case?

The Court has appointed attorneys Kenneth Seeger and Brian Devine, partners of the law firm Seeger Devine LLP to represent you and others in the Class as “Class Counsel.”

Spiro v. Trinity Management Services - Notice of Class Action Settlement

www.TrinityLawsuit.com

Unless you exclude yourself from the Class, Class Counsel will represent you and others in the Class. You will not be charged for these lawyers.

Class Counsel's contact information is:

Brian Devine
SEEGER DEVINE LLP
4040 Civic Center Dr., Suite 200
San Rafael, CA 94903
bdevine@seegerdevine.com
www.seegerdevine.com

19. Can I hire my own lawyer?

Yes. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. Will the lawyers and the Class Representatives be paid?

Any payments to Class Counsel for the attorneys' fees and costs that were incurred in the Lawsuit must be approved by the Court. If the Court approves these fees and costs, they will be paid from the Settlement Fund described in Question No. 6. Class Counsel intends to request that the Court approve an amount not to exceed \$1,400,000 for the attorneys' fees incurred in researching, preparing for, prosecuting, and litigating this Lawsuit, and for reimbursement of reasonable costs and expenses incurred in the Lawsuit.

Class Counsel also intends to ask the Court to approve an "Incentive Award" to be paid to Class Representatives Jonathan Spiro and Simone Kaplan in the amount of \$10,000 each. If approved, this will be paid from the Settlement Fund. An "Incentive Award" is intended to compensate individuals for the time and risk they devoted to bringing a class action lawsuit that benefits a large number of people other than themselves.

Class Counsel will file a motion asking the Court to approve the attorneys' fees and costs and the Incentive Award for Class Representatives. This motion will be filed on or before June 13, 2023, and it will state the exact amount that Class Counsel asks the Court to award for attorneys' fees, costs, and Incentive Awards, and it will set forth the factual and legal grounds on which the requests are made. You are entitled to object to this request, as described below.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, and you do not choose to "opt-out" or exclude yourself from the Settlement, you can object to any part of the Settlement, including the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for an Incentive Award for the Class Representatives.

To object to the Settlement without appearing at the Final Approval Hearing, you must send a letter that includes the following:

- Your name, address, email address;
- The address of the Trinity apartment in which you lived and the approximate dates you lived there;
- A clear statement that you would like to "object," or other words clearly indicating that you do not think the Settlement as a whole, Class Counsel's requests for fees and expenses and/or Class Counsel's request for a Service for the Class Representative should be approved. To support your objection, you may retain your own counsel and/or include a statement of legal support, but you are not required to do so; and
- Your signature.

To have your written objection considered, you must mail your objection, postmarked no later than **June 20, 2023** to:

Spiro v. Trinity Claims Administrator
50 Corporate Park
Irvine CA 92606

Even if you do not send in a written objection, you may attend the Final Approval Hearing at **10:00 a.m. on July 20, 2023**, in Department 613 of the San Francisco Superior Court, 400 McAllister Street, San Francisco, California, 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and you may ask the Court to be heard, and then tell the Court that you object to the settlement.

In the event there are any technical deficiencies in the objection you send to the Claims Administrator, the Claims Administrator will contact you to resolve the deficiency at the email address you provide.

22. What is the difference between objecting to the Settlement and requesting exclusion from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class or the Settlement. If you exclude yourself from the Class, you have no basis to object to the Settlement because it no longer affects you.

If you submit a request for exclusion, you are no longer part of the Class. As a result, you cannot object to the Settlement. That means if you submit an Opt-Out form and an objection, your objection will not be considered because you will no longer be part of the Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, and the request for attorneys' fees, expenses, and an Incentive Award for the Class Representatives. You may attend and you may ask to speak, but you do not have to do so.

23. When and where will the Court decide whether or not to approve the Settlement?

The Court will hold a Final Approval Hearing on **July 20, 2023, at 10:00 a.m.**, in Department 613 of the San Francisco Superior Courthouse, 400 McAllister Street, San Francisco, California, 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and for an Incentive Award for the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know when the Court will make its decision.

The Court might move the Final Approval Hearing to a different date or time in its sole discretion. The date and time of the Final Approval Hearing will be updated at www.TrinityLawsuit.com or you may contact the Claims Administrator, or you can check the Court's docket using the instructions in Question No. 27.

24. Do I have to attend the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. The hearing is free but if you wish to attend the hearing, any travel expenses associated with attendance are at your own expense. If you send an objection, you do not have to appear in Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth previously, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

25. May I attend and speak at the Final Fairness Hearing?

Yes. The Final Fairness Hearing is open to the public and you may attend if you wish. You also may ask the Court for permission to speak at the Final Approval Hearing if you wish to be heard.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

You do not need to do anything to be sent benefits under this settlement. If you do nothing at all, then you will automatically be part of the settlement and you will be sent a settlement payment as described in Questions 6-8. By doing nothing, you will still be releasing Trinity from all of the claims described in Question No. 14 and you will not be able to be part of any other lawsuit against Trinity about any of the released claims. If you do not want to be a part of the Settlement but you also might want to sue Trinity for these claims on your own, you must exclude yourself from the Class (see Questions No. 15-17).

Even though you do not need to do anything to be sent benefits under this settlement, you are strongly encouraged to visit the Claims Administrator's website (www.TrinityLawsuit.com) or call the Claims Administrator at 1-888-440-1281 to ensure your correct mailing address is on file and/or to elect to receive your settlement payment electronically.

GETTING MORE INFORMATION

27. How do I get more information about this case and the Settlement?

This detailed notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement one of the following ways: (1) access it online at www.TrinityLawsuit.com, (2) calling the Claims Administrator at 1-888-440-1281, or (3) writing to the Claims Administrator at: Spiro v. Trinity Claims Administrator, 50 Corporate Park, Irvine CA 92606.

You can also view a copy of the Settlement Agreement and other case filings by visiting (<https://www.sfsuperiorcourt.org/online-services>), which provides access to the full docket in this case free of charge. At this webpage, click "Case Query" in the left sidebar or in the body of the page. Then, enter the Case Number: CGC17562293. The full docket, along with other information, will be displayed.

You can also contact Class Counsel (see information in Question No. 18).

Do not contact Trinity or the Court for information.

Name: <<EmployeeName>>

CPT ID: <<ID>>

Passcode: <<Passcode>>

SUMMARY NOTICE

TRINITY MANAGEMENT SERVICES CLASS ACTION LAWSUIT SETTLEMENT

Spiro v. Trinity Management Services, Case No. CGC-17-562293, pending in the Superior Court of the State of California, County of San Francisco involves allegations that Trinity Management Services violated the Rent Ordinance by charging tenants for water and trash services.

If you lived in a rent-controlled apartment managed by Trinity at any time between 11/3/2014 and 3/12/2020 and you paid Trinity for water or trash services pursuant to a Utility Invoicing and Allocation Addendum to your Lease, your rights may be affected.

The parties have reached a settlement in this case. In order to obtain payment under the settlement, you do not need to do anything. If you do not wish to be a part of this settlement, the deadline to opt-out of the Class is **June 20, 2023**. If you wish to submit a written objection to the settlement, the deadline is **June 20, 2023**.

Class Members who fail to opt out by the deadline will be bound by the terms of the settlement and will be sent their share of the settlement. You may receive your payment electronically by visiting the settlement website at www.TrinityLawsuit.com and using your CPT ID and Passcode located above. Your estimated settlement payment is \$<<estAmount>>.

Class Members are encouraged to update their address by contacting the Claims Administrator at *Spiro v. Trinity* Claims Administrator, 50 Corporate Park, Irvine CA 92606, electronically at www.TrinityLawsuit.com or by phone at 1-888-440-1281.

To learn more about this case, you may visit the Court's website (www.sfsuperiorcourt.org/online-services) to access the full docket. Follow the "Case Query" link and enter case number: CGC17562293 to view the case's full docket free of charge.

For more information. about this lawsuit and the settlement, including the class definition, how benefits will be calculated and how you can opt-out of the settlement, visit www.TrinityLawsuit.com or contact the attorneys for the class: Brian Devine (bdevine@seegerdevine.com) or contact the Claims Administrator at 1-888-440-1281 or write to them at: *Spiro v. Trinity* Claims Administrator, 50 Corporate Park, Irvine CA 92606.

Spiro v. Trinity Management Services
Class Action Settlement

OPT-OUT FORM

RETURN THIS OPT-OUT FORM **ONLY** IF YOU DO **NOT** WISH TO PARTICIPATE IN THE SETTLEMENT AND DO **NOT** WANT TO RECEIVE ANY BENEFITS FROM THE SETTLEMENT.

FOR MORE INFORMATION ABOUT YOUR RIGHTS, READ THE NOTICE OF CLASS ACTION SETTLEMENT AT **WWW.TRINITYLAWSUIT.COM** OR REQUEST A COPY OF IT FROM THE CLAIMS ADMINISTRATOR AT 1-888-440-1281.

CPT ID: _____ (as referenced on the Notice you received)

Name: _____

Current Mailing Address: _____

City / State / ZIP: _____

Phone: _____ Email: _____

I state that the following information is true:

1. I wish to exclude myself from the Class and the Class Action Settlement in the case *Spiro v. Trinity Management Services*.
2. ***I understand that this means I will not be entitled to any of the benefits of the Settlement***, I will not receive any compensation from the Settlement, and I will not be bound by any of the Court's orders regarding the fairness of the Settlement. I also understand that by opting-out of the Settlement, I cannot object to the terms of the Settlement.

Signature

Date

TO BE VALID, THIS OPT-OUT FORM MUST BE POSTMARKED ON OR BEFORE JUNE 20, 2023, OR IT MUST BE SUBMITTED ONLINE OR BY E-MAIL BY 11:59 p.m. (PACIFIC TIME) ON JUNE 20, 2023. YOU MAY SUBMIT THIS FORM ONLINE AT WWW.TRINITYLAWSUIT.COM OR BY E-MAIL TO: TRINITYLAWSUIT@CPTGROUP.COM OR BY MAIL TO:

Spiro v. Trinity Claims Administrator
50 Corporate Park
Irvine, CA 92606