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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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

Plaintiffs,

vs.

TRINITY MANAGEMENT SERVICES,
1188 MISSION STREET LP, 1890
CLAY STREET LP, 2240 GOLDEN
GATE AVE LLC, CRYSTAL TOWER
PARTNERS LLC, SANGIACOMO
FAMILY LP, TRINITY G2 HOLDING
LLC, JAMES SANGIACOMO, SUSAN
SANGIACOMO, and DOES 1-50,
inclusive,

Defendants.

Case No. CGC-17-562293

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND APPROVAL OF
NOTICE PLAN**

Date: March 9, 2023
Time: 9:00 a.m.
Place: Department 613

The Honorable Andrew Y.S. Cheng

1 Plaintiffs and Defendant have entered into the Class Action Settlement Agreement
2 (“Settlement Agreement”)¹ attached as Exhibit 1 to the Declaration of Brian Devine in Support of
3 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (filed February 14, 2023),
4 which if approved, would resolve this class action. Plaintiffs have filed a motion for preliminary
5 approval of class settlement. Defendant does not oppose the motion. Upon review and
6 consideration of the motion papers, including the Settlement Agreement and all exhibits thereto,
7 the Court determines and orders as follows:

- 8
- 9 1. The Court has jurisdiction over this matter and venue is proper.
 - 10
 - 11 2. The Court confirms that this case is certified as a class action, pursuant to
12 California Code of Civil Procedure section 382 and California Rule of Court 3.763. The Class is
13 defined as follows:

14 All individuals who, at any time between November 3, 2014 and March 12, 2020:

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

25 The Settlement Class shall expressly exclude the Judicial Officer(s) and any immediate
26 family member of the Judicial Officer(s).

27 ¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth
28 herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

² This Court previously certified this same Class in March 2020. (Order Granting Plaintiffs’ Unopposed Motion For
Class Certification (March 12, 2020), as modified by Order Approving Manner and Form of Class Notice (February
3, 2021).)

1 3. The Court conditionally approves the proposed settlement as within the
2 range of possible final approval.

3
4 4. The Court confirms Kenneth Seeger and Brian Devine of Seeger Devine
5 LLP as Class Counsel for the Settlement Class.³

6
7 5. The Court confirms named plaintiffs Jonathan Spiro and Simone Kaplan as
8 Class Representatives for the Settlement Class.⁴

9
10 6. The Court approves CPT Group, Inc. (“CPT”) as the Claims Administrator
11 and directs CPT to carry out all duties and responsibilities of the Claims Administrator specified
12 in the Settlement Agreement and in this Order.

13
14 7. Pursuant to California Rules of Court rule 3.769(f), the Court approves the
15 form and manner of class notice as set forth herein.

16
17 8. The Court approves the form and content of the following Notice
18 documents: (1) long-form Settlement Notice (attached hereto as **Exhibit A**); (2) Summary Notice
19 (attached hereto as **Exhibit B**); and (3) Claim Form (attached hereto as **Exhibit C**) and (4) Opt-
20 Out Request Form (attached hereto as **Exhibit D**). The Court finds that these Notice documents
21 constitute the best notice practicable under the circumstances and is valid, due and sufficient
22 notice to the Settlement Class of the pendency of the action, preliminary certification of the
23 Settlement Class, the terms of the Settlement, procedures for objecting to and requesting
24 exclusion from the settlement, and the time and place of the Final Approval Hearing. The

25 _____
26 ³ This Court previously appointed Kenneth Seeger and Brian Devine as Class Counsel. (Order Granting Plaintiffs’
Unopposed Motion For Class Certification (March 12, 2020).)

27 ⁴ This Court previously appointed Jonathan Spiro and Simone Kaplan as Class Representatives. (Order Granting
28 Plaintiffs’ Unopposed Motion For Class Certification (March 12, 2020).)

1 proposed manner of class notice satisfies the requirements of due process, and complies with
2 applicable law, including California Code of Civil Procedure Section 382 and California Rule of
3 Court 3.769. Class Counsel shall proofread the approved Notice documents to correct any typos
4 and fill in all blanks, including all highlighted dates, addresses and/or websites in accordance with
5 this Order prior to the distribution of the Notice documents.

6
7 9. No later than five (5) days after entry of this Order, Class Counsel shall
8 provide the Claims Administrator with the class data.⁵

9
10 10. Class Counsel and/or the Claims Administrator shall, within twenty-one
11 (21) calendar days after the entry of this Order (or March 31, 2023, whichever is later), create and
12 maintain a website located at www.TrinityLawsuit.com which contains, at minimum: (1) the
13 Summary Notice, (2) the Class Notice, (3) the Claim Form, (4) the Opt-Out Request Form, (5) the
14 Complaint, (6) this Order, and (7) information about the date, time, and place of the Final
15 Approval Hearing.

16
17 11. The Claims Administrator shall, within twenty-one (21) calendar days of
18 this Order (or March 31, 2023, whichever is later), send an e-mail containing the full text of the
19 Summary Notice to all Class Members for which an e-mail address is known.

20
21 12. For those Class Members for which an e-mail address is not known, the
22 Claims Administrator shall, within twenty-one (21) calendar days of this Order (or March 31,
23 2023, whichever is later), mail the Summary Notice to the Class Member's last known address by
24 first class mail. For those Class Members whose e-mail was returned undeliverable, the Claims
25 Administrator shall, within five (5) business days after receiving notice that the e-mail was

26 _____
27 ⁵ The class data consists of: (1) the names and last known addresses, phone numbers and e-mail addresses for all
28 Class Members, (2) the amount of Allocated Utility Charges for each Class Member, and (3) the amount of Pre-
Settlement Interest for each Class Member.

1 undeliverable, mail the Summary Notice to the Class Member's last known address by first class
2 mail. Before mailing any Summary Notices by mail, the Claims Administrator shall make a
3 good-faith attempt to obtain the most-current names and postal mail addresses for all potential
4 Class Members to receive such postal mail, including reviewing the addresses with the National
5 Change of Address Database, and update the addresses with the newly-found addresses, if any.
6 In the event that any mailings to a Class Member is returned to the Claims Administrator by the
7 United States Postal Service with a forwarding address for the recipient, the Claims Administrator
8 shall re-mail the Summary Notice to that address within five (5) business days and shall update
9 the Class Member's addresses with the new address.

10
11 13. **Requests for Exclusion:** Class Members who wish to be excluded from
12 the Settlement must submit a written request to the Claims Administrator by 11:59pm Pacific
13 time on *June 1, 2023* (as evidenced by the date of the postmark of the mailed submission or the
14 time stamp of the e-mail or electronic submission). The request for exclusion may be submitted
15 using the Opt-Out Request Form attached as Exhibit D hereto and signed by the Class Member,
16 or by any other written request that: (1) identifies the Class Member, (2) clearly states the
17 intention of the Class Member to opt-out or exclude themselves from this Settlement, and (3) is
18 signed by the Class Member. Requests for Exclusion must be made individually and cannot be
19 made on behalf of a group or other Class Members.

20
21 14. If a Class Member submits a request for exclusion that fails to include all
22 required information or that cannot be verified by the Claims Administrator as being an authentic
23 submission by the Class Member, it will be considered invalid, and the Claims Administrator
24 shall mail notification of the deficiency to the Class Member within five (5) business days of
25 receipt. The Class Member shall have until twenty-one (21) calendar days from the date of the
26 mailing of notification of the deficiency to cure any deficiencies, at which point their request for
27 exclusion will be rejected if not received.

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1 15. **Objections:** Class Members who do not request exclusion from the Class
2 may object to any term of the Settlement—including the requested attorneys’ fees and costs and
3 the requested Incentive Award—by submitting copies of their written objections to the Claims
4 Administrator (as evidenced by the date of the postmark of the submission) by 11:59 p.m. Pacific
5 Time on **June 1, 2023** (as evidenced by the date of the postmark of the mailed submission or the
6 time stamp of the e-mail or electronic submission). This deadline applies to any objections
7 notwithstanding any argument regarding alleged non-receipt of the Notice documents. Written
8 objections should be signed by the Class Member and should: (1) state the objecting Class
9 Member's name, address, telephone number, (2) state the address of the Trinity apartment in
10 which the Class Member resided and the approximate dates during which the Class Member
11 resided in that apartment; (3) state concisely each objection to the Settlement, (4) explain the
12 basis for each such objection, (5) be dated, and (6) be signed by the Class Member. If the Class
13 Member intends to use any document(s) to support their objection, a copy of the document(s)
14 should be included with the written objection at the time of submission.

15
16 16. **Claim Form Deadline:** The deadline for Class Members to submit a Claim
17 Form is **June 30, 2023** (as evidenced by the date of the postmark of the mailed submission or the
18 time stamp of the e-mail or electronic submission).

19
20 17. **Preliminary Determination:** Using the data that was provided by Trinity
21 in this litigation, the Claims Administrator shall make a preliminary determination as to: (1) the
22 total Allocated Utility Charges paid by that Class Member, and (2) the total Pre-Settlement
23 Interest for that Class Member. On or before **July 30, 2023**, the Claims Administrator shall
24 notify the Class Member of this Preliminary Determination using the method of notification
25 requested by the Class Member in the Claim Form (either e-mail or U.S. mail). If a Class
26 Member does not select a preferred method, the Claims Administrator shall send the preliminary
27 determination by U.S. mail and, if an e-mail address is known, by e-mail.

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1 18. Preliminary Determination Disputes: Any Class Member that wishes to
2 dispute a Preliminary Determination may do so by submitting a dispute on or before the date that
3 is twenty (20) calendar days after the Preliminary Determination is sent. If a Class Member does
4 not dispute a Preliminary Determination on or before this deadline, the determination shall
5 become final and binding. If a Class Member comes forward with evidence establishing a
6 different amount of Allocated Utility Charges or Pre-Settlement Interest on or before this
7 deadline, the Claims Administrator shall make a Final Determination of the total amount of
8 Allocated Utility Charges and Pre-Settlement Interest for that Class Member with reference to
9 both the evidence submitted by the Class Member and the tenant ledger produced by Trinity. The
10 Claims Administrator's Final Determination will be final and binding.

11
12 19. **Benefit Payments:** The payments of all benefits under the Settlement will
13 occur after Final Approval of the settlement. The amount that each Class Member receives will
14 be determined based on the methods described in the Settlement Agreement and in the Notice.

15
16 20. All papers filed in support of plaintiffs' motion for attorneys' fees and costs,
17 and service award, shall be filed by **May 18, 2023** (14 days prior to the deadline for submitting
18 objections). Class Counsel shall file their motion for final approval of the Class Action Settlement
19 and entry of a Final Approval Order and Judgment no later than _____ [*suggested:*
20 *August 30, 2023*] (16 court days before the Final Approval hearing).

21
22 21. A final approval hearing shall be held on _____ [*suggested:*
23 *September 22, 2023*] at ____ a.m. in Department 613, San Francisco Superior Court, 400
24 McAllister Street, San Francisco, CA 94102, at which the Court will determine whether the
25 settlement should be finally approved as fair, reasonable and adequate to the Settlement Class;
26 whether the Final Approval Order and Judgment should be entered; whether Class Counsel's
27 Application for Attorneys' Fees and Costs should be approved; and whether any request for a
28 service award should be approved.

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22. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class Members. If the Final Approval Hearing is postponed, adjourned, or continues, the Claims Administrator shall post updated information on the Settlement Website as soon as practicable.

23. If for any reason the Court does not approve the Settlement, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

24. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

IT IS SO ORDERED.

DATED: _____, 2023.

ANDREW Y.S. CHENG
Judge of the Superior Court