

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF FRESNO**

If you did not receive a full refund of your security deposit, this class action lawsuit may affect your rights.

The Fresno Superior Court ordered this notice. This is not a solicitation from a lawyer.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«Barcode_Faradot_HGT3»

«City», «State» «Zip»-«ZipDPC3»

- You are receiving this court-approved Notice because records indicate that, sometime in the last ten years, you rented an apartment that was in one of the following apartment complexes in Fresno: (1) The Dominion Courtyard Villas; (2) Barcelona Apartments; (3) Casa Del Rio Apartments; (4) Dartmouth Tower Apartments; (5) Oxford Park Apartments; (6) Reef Apartments; (7) Scottsmen Apartments; (8) Scottsmen Too Apartments; and (9) Villa Faria Apartments.
- Nicholas and Therese Cardamon, the Plaintiffs, have sued the owners of the nine (9) apartment complexes listed above (“the Defendants”). Plaintiffs contend that the Defendants made illegal deductions to tenants’ security-deposit refunds and must refund those deductions along with interest and penalties.
- The California Court of Appeal and the Fresno County Superior Court have ordered that this lawsuit proceed as a class action. The class consists of all Defendants’ former tenants who were charged an administrative fee on deductions from their security-deposit refund at any time since June 15, 2012.
- The Court has not decided whether Plaintiffs’ claims are meritorious. The sole purpose of this Notice is to inform you of the lawsuit so that you can make an informed decision about whether you wish to remain in this class action or exclude yourself from it. Plaintiffs must still prove the claims at trial or in a motion decided by the Superior Court. If Plaintiffs prove that Defendants violated the security-deposit law, then you will be notified about how to determine the amount of your individual recovery, if any.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DONOTHING	Stay in this lawsuit. Await the outcome. Give up the right to prosecute your own lawsuit. By doing nothing right now, you keep the possibility of getting money if the lawsuit is successful. However, if you stay in this lawsuit, then you give up any rights to sue Defendants separately about the legal claims raised in this lawsuit.
ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded, then you will not share in any award of money if the lawsuit is successful. However, you will keep whatever rights you currently have to sue Defendants about the same legal claims in this lawsuit.

- Your options are explained in this notice. **To ask to be excluded, you must act before April 15, 2022.**

Notice

BASIC INFORMATION	PAGE 3
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is this lawsuit a class action?	
THE CLAIMS IN THE LAWSUIT	PAGE 4
5. How do the Defendants answer?	
6. Has the Court decided which side is right?	
7. What are the Plaintiffs asking for?	
8. Is there any money available now?	
AM I A CLASS MEMBER.....	PAGE 4 and 5
9. Who are the class members?	
10. How can I tell if I am a class member?	
11. What if I don't have any records relating to my security deposit? Can I still be a class member?	
12. I'm still not sure if I am included.	
YOUR RIGHTS AND OPTIONS	PAGE 5
13. What happens if I do nothing at all?	
14. What happens if I want to be excluded from the Class?	
THE LAWYERS REPRESENTING YOU	PAGE 5 and 6
15. Do I have a lawyer in this case?	
16. Should I get my own lawyer?	
17. How will the Class Counsel be paid?	
FURTHER COURT PROCEEDINGS AND TRIAL	PAGE 6
18. How and when will the Court decide who is right?	
19. Do I have to come to the trial?	
20. Will I get money after the trial?	
GETTING MORE INFORMATION.....	PAGE 7
21. Are more details available?	

BASIC INFORMATION

1. Why did I get this notice?

This Notice is approved by the Fresno County Superior Court per the Hon. Tyler D. Tharpe. You are receiving this Notice because Defendants' records show that you were a tenant in an apartment complex that they owned and operated during the last ten years. In this lawsuit, Plaintiffs are contending that Defendants are required to refund some or all of money that was deducted from your security deposit at the end of your tenancy. The Fresno County Superior Court and the California Court of Appeal have ordered that this case should proceed as a class action and that you and other former tenants should be notified about the case.

2. What is this lawsuit about?

At the end of your tenancy, you were entitled to be paid back your security deposit minus what it cost the landlord to clean and repair the apartment after you move out. California Civil Code section 1950.5 sets forth the charges that a landlord is permitted to deduct from a tenant's security deposit. Landlords are required to provide tenants with an itemized statement of these charges along with copies of the bills, receipts, and invoices that support those charges.

The Defendants in this case are landlords who own and operate nine apartment complexes with close to 900 units. This lawsuit is about Defendants' standard practice of adding an administrative fee or markup ("the Fee") to their security-deposit charges. Defendants' itemized statement did not include copies of the bills, invoices, and receipts to document the Fee. From 2013 until 2018, this Fee was 40%. This meant that if Defendants paid a company \$100 to clean a tenant's apartment, Defendants added a 40% Fee and deducted \$140 from the tenant's security deposit. If Defendants' own employees did the work, the Fee was added to the charge for their labor. In 2018, Defendants reduced the markup to 10% and limited it to third-party charges.

Plaintiffs contend that Defendants' standard practices violate Civil Code section 1950.5. Plaintiffs contend that, as a result of these illegal charges, Defendants have wrongfully withheld money from Class Members. Plaintiffs contend that Defendants have acted in bad faith, and that Defendants must pay Class Members the amounts wrongfully withheld, plus interest and penalties.

A more detailed discussion of these claims can be found in Plaintiffs' Motion for Summary Adjudication and other documents filed in Fresno Superior Court. These case documents can be found at www.cardamonlawsuit.com, which is a website created by Plaintiffs' attorneys.

3. What is a class action?

A class action is a lawsuit in which the claims and rights of many people can be decided in a single court proceeding. In a class action, one or more people, called Class Representatives, sue on behalf of a group of people ("Class Members") who have similar claims. One lawsuit resolves the issues for everyone in the Class, except for those people who choose to exclude themselves. Here, Nicholas and Therese Cardamon are the Class Representatives suing on behalf of all former tenants who were charged an administrative fee during the period covered by the lawsuit.

4. Why is this lawsuit a class action?

In December 2020, the California Court of Appeal ruled that this lawsuit should be a class action on behalf of all tenants who were charged the administrative fee. *Cardamon v. Dominion Courtyard Villas* (Cal. Ct. Appeal) (Dec. 11, 2020, F076760) at 2-3. The Fresno Superior Court then entered an order certifying the class. The Court of Appeal found that this case meets the following requirements for a class action:

- There are numerous former tenants (over 3,000) affected by Defendants' policies;
- Common questions of law and fact apply to the class members' claims;
- The claims of the two Plaintiffs are typical of the claims of other class members; and
- The Plaintiffs and their lawyers will fairly and adequately represent the Class.

The appellate decision is posted at www.cardamonlawsuit.com.

STATUS OF THE LAWSUIT

5. How do the Defendants answer?

Defendants deny that their administrative fee, be it 40% or 10%, is prohibited by Civil Code section 1950.5. Defendants contend that the Fee is permitted because it is intended to cover Defendants' overhead expenses, which Defendants contend are "out of pocket" expenses permitted by section 1950.5. Defendants also contend that the costs of restoring apartments are greater than the amount they recover through charges on security deposits.

You can learn more about Defendants' contentions by reviewing their Answer to the First Amended Complaint and their motion for summary judgment, which are also available at www.cardamonlawsuit.com.

6. Has the Court decided which side is right?

No. The Court has not decided whether the Plaintiffs or the Defendants are correct. By approving this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims either at a trial or through a motion filed with the Court. (See "The Trial" below on page 7.).

7. What are the Plaintiffs asking for?

The Plaintiffs are asking for several things, including the following:

- Plaintiffs want Defendants to refund the amounts withheld as a result of the Fee plus interest.
- Plaintiffs are asking that Defendants be required to pay damages for their "bad faith." Damages of up to two times the full security deposit may be awarded if Defendants are found to have acted in bad faith.
- Plaintiffs are asking the Court to issue an order requiring Defendants to end their illegal policies and to comply with the requirements of Civil Code section 1950.5 in the future.

8. Is there any money available now?

No. The Court has not yet decided whether Defendants did anything wrong, and the two sides have not settled the case.

AM I A CLASS MEMBER?

9. Who are the class members?

The California Court of Appeal has decided that this lawsuit qualifies as a class action on behalf of "all tenants who rented residential units through and/or from defendants" from June 15, 2012, who were charged an "administrative fee" or "markup" on costs deducted from the security deposit. *Cardamon v. Dominion Courtyard Villas* (Cal. Ct. Appeal) (Dec. 11, 2020, F076760) at 2-3. In other words, the Class consists of all persons who (1) ended their lease at one of Defendants' apartment complexes between June 15, 2012 and the present and (2) were assessed the administrative fee on charges deducted from their security deposit. Defendants have provided records that show the amount of the administrative fee that was charged to each Class Member.

10. How can I tell if I am a class member?

Defendants have records reflecting their security-deposit refunds. Those records were used to compile the mailing list for this Notice. Therefore, if you are receiving this notice, you most likely qualify as a class member. To be a class member, you need to have been charged an administrative fee on a deduction to your security deposit and to have ended your tenancy at one of the following apartment complexes sometime between June 15, 2012, and the present: (1) The Dominion Courtyard Villas; (2) Barcelona Apartments; (3) Casa Del Rio Apartments; (4) Dartmouth Tower Apartments; (5) Oxford Park Apartments; (6) Reef Apartments; (7) Scottsmen Apartments; (8) Scottsmen Too Apartments; and (9) Villa Faria Apartments.

11. What if I don't have any records relating to my security deposit? Can I still be a class member?

Yes, you can be a class member even if you do not have records relating to your security-deposit refund or even your tenancy. The Defendants have well-maintained records for all tenancies that show the amounts deducted from security deposits.

12. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call or write the Plaintiffs' lawyers in this case at the phone number, email, or address listed at page 6 herein.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Class or exclude yourself from the Class no later than April 15, 2022.

13. What happens if I do nothing at all?

If you do nothing, you will remain in the Class, and your right to a security-deposit refund will be determined in this lawsuit. If Plaintiffs prove that Defendants violated Civil Code section 1950.5 or the case settles, then you will be notified about how your individual claim will be resolved. If you do nothing, you will not be able to file another lawsuit against the Defendants about your security-deposit refund.

14. What happens if I want to be excluded from the Class?

You have the right to be excluded from the Class and from this lawsuit, which is sometimes called "opting out" of the Class. You do not need to give a reason for opting out. If you opt out, you won't be bound by the results of this lawsuit, which means you would not receive any money if Plaintiffs prevail in the action or reach a settlement. You *should* ask to be excluded from the Class if you have already filed, or if you intend to file, your own lawsuit against one of the defendants about your security-deposit refund. (If you want to file your own lawsuit, you should talk to your own lawyer immediately because your claims may be barred by the statute of limitations.)

To opt out of the Class, you must fill out and return the POSTCARD found at the back of this Notice. You must put your name, the name of the apartment complex you lived in, and a rough estimate of when you moved out of the apartment. Your Opt-Out Postcard must be postmarked by April 15, **2022** and be sent to the address that is already filled in on the Opt-Out Postcard.

DO NOT FILL OUT THE POSTCARD IF YOU WANT TO STAY IN THE CLASS. THE POSTCARD IS FOR OPT-OUTS ONLY.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Fresno Superior Court decided, and the Court of Appeal affirmed, that the law firms who filed this lawsuit on behalf of the Cardamons are qualified to represent the Class. Together the law firms are called "Class Counsel." Collectively, Class Counsel are experienced in handling class actions and in landlord-tenant law. Additional information about the attorneys can be found at the website cardamonlawsuit.com. **If you have a question about the case, please call Audrey Moreno at (559) 227-2600.** Ms. Moreno can answer most administrative questions or can forward you to an attorney who is available. Here is the contact information for Class Counsel.

LAW OFFICES OF DAVID DOYLE
DAVID D. DOYLE (Bar No. 100595)
1111 E. Herndon Avenue, Suite 317
Fresno, California 93720
Tel: (559) 227-2600

TYLER H. LESTER (Bar No. 275950)
TYLER H. LESTER, ATTORNEY AT LAW
2350 W. Shaw Avenue, Suite 128
Fresno, California 93711
Telephone: (559) 210-0320

Mark Schallert (Bar No. 112542)
LAW OFFICE OF MARK SCHALLERT
310 29th Avenue
San Francisco, CA 94121
Telephone: (415) 994-6537
Email: mark@schallertlaw.com

More information about these attorneys is available at www.cardamonlawsuit.com.

16. Should I get my own lawyer?

If you remain in the Class, you may enter an appearance through your own counsel, but you are not required to do so. You do not need to hire your own lawyer in this lawsuit because Class Counsel is representing you in your capacity as a class member. If you want your own lawyer to advise you about this lawsuit, then you would be responsible for hiring and paying that lawyer.

17. How will the Class Counsel be paid?

If Plaintiffs prevail in this lawsuit, then the law provides that Defendants must pay Class Counsel's reasonable attorneys' fees. You will NOT have to personally pay any money to Class Counsel. Instead, if the Class receives a monetary award or other relief, then Class Counsel will file a motion asking the Court to award attorneys' fees and expenses. The Court will review the fee request and award the amount it finds reasonable under the circumstances. These fees and expenses would be paid by Defendants either as a direct payment or as a deduction from the total settlement amount.

FURTHER COURT PROCEEDINGS AND TRIAL

18. How and when will the Court decide who is right?

The Superior Court has set a trial date of February 6, 2023. The trial will take place in the Fresno County Superior Court, in Dept. 503, located at 1130 "O" Street, Fresno California 93724. During the trial, a jury or the judge will hear all the relevant evidence and decide whether Plaintiffs have proven their claims. It is also possible that the Court will make rulings on issues of law that help determine the outcome of this case. Finally, the parties may agree to settle the case without the need for trial, but any settlement of a Class Action has to be approved by the Court as being a fair result under the facts of the case. There is no guarantee that the Plaintiffs will win.

19. Do I have to come to the trial?

Class Members do not have to attend the trial, but it is possible that some of the 3000+ class members could be asked to give testimony because you have a financial interest in the trial. Trials are public proceedings, and you are welcome to attend at your own expense.

20. Will I get money after the trial?

If the Plaintiffs prevail on their claim(s) or if the Defendants agree to pay money in a settlement, then Class Members will receive a payment for money that is found to be wrongfully withheld from their security-deposit refunds, plus any penalties and interest. Individual recoveries depend on the specifics of your security-deposit charges and the amount of any recovery from Defendants. You will receive additional information about your potential individual recovery if the case progresses to that stage.

GETTING MORE INFORMATION

21. Are more details available?

Plaintiffs have set up a website that contains the rulings so far by the Court of Appeal and the Superior Court, as well as papers filed by both sides that set forth their positions in the case (www.cardamonlawsuit.com). You can also see the docket sheet and other information by visiting the Fresno Superior Court website, <http://www.fresno.courts.ca.gov/>. You may also speak to one of the lawyers by calling (559) 227-2600 or by writing or emailing to one of the addresses on page 5.

POSTCARD IS ONLY FOR PERSONS WHO WANT TO OPT OUT OF THE CLASS.