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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA - UNLIMITED JURISDICTION**

ROBERT SWANSON, DEBORAH
FREDERICK, TRACY ASTURIAS,
MARIANNE OLGUIN, JOHN
ELLEFSSEN, BEVERLY MARIS,
KATHERINE MATTHEW, PALLADIN
LEMKE, MARY WOODS, and
CALTRANS TENANTS
ORGANIZATION, On Behalf Of
Themselves and All Others Similarly
Situated,

Plaintiffs,

vs.

THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION; and THE CITY OF
HAYWARD,

Defendants.

Case No. RG09476468

CLASS ACTION

**NOTICE OF (1) PROPOSED CLASS
SETTLEMENT AND (2) FINAL
SETTLEMENT APPROVAL HEARING**

Assigned for All Purposes to:
JUDGE: Steven A. Brick
DEPT.: 17

This Notice, which has been approved by the Court, is to notify Class Members in the class action *Swanson, et al., v. California Department of Transportation and the City of Hayward* of the proposed settlement (the “Settlement”) reached between the parties. The Court has granted preliminary approval to the Settlement, and it has conditionally certified the Class for Settlement purposes only.

Pursuant to the order of the Alameda County Superior Court (the “Court”) entered on December 29, 2009, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. SUMMARY OF YOUR RIGHTS

Why You Are Receiving This Notice. This lawsuit is a class action, in which the claims and rights of many similarly situated people (“Class Members”) are decided in a single court proceeding. In such cases, one or more representative plaintiffs (“Class Representatives”) file a lawsuit asserting claims on behalf of all the class members. In the present case, the Class includes “[a]ll persons residing in Department-owned, residential properties within the Route 238 Corridor on the date the Preliminary Approval Order is entered by the Court, and who do not timely submit a valid request not to participate in the Settlement.” You were sent this notice because the California Department of Transportation’s records show that you are a Member of the Class.

1 Options and Dates. You have several options:

2 (1) To participate in the Settlement described below, you do not need to take any
3 action at this time. If you participate in the Settlement, you will be bound by the Release of
4 Claims set forth below in Section 5.

5 (2) You may comment on or object to the Settlement in writing, filed with the Court
6 and served on attorneys representing the parties in the case by **February 22, 2010**, following the
7 procedure described in Section 7 of this Notice.

8 (3) You may request that you be excluded from the Settlement according to the
9 instructions in Section 8 below. If you choose to be excluded from the Settlement, you will no
10 longer be a Class Member – and therefore will receive nothing under this Settlement – and you
11 will not release your claims, which means that you will be able to bring a separate lawsuit on your
12 own for these claims. Unless you properly request to be excluded, you will be a Class Member
13 and will release all claims alleged in this case (see Section 5, below). In order to request not to
14 participate in the Settlement, you must follow the instructions described in Section 8 and submit
15 your written request postmarked or received by **February 22, 2010**.

12 **2. BACKGROUND OF THE CASE**

13 During the 1960s, the California Department of Transportation (the “Department”) acquired, through the exercise of eminent domain, property in Southern Alameda County in anticipation of a proposed freeway or expressway project to be constructed in the State Highway Route 238 Corridor, originally a 14-mile stretch of land that passes through the City of Hayward (the “City”), Union City and Fremont, California. For purposes of this Settlement, “Corridor” refers to only that portion of this area that is located in the City of Hayward and the Unincorporated Area of Alameda County. The properties acquired by the Department were purchased with the expectation that they would be razed to provide a path for the planned freeway. Pending the anticipated construction, the Department leased the residential properties to tenants.

19 In 1971, a lawsuit in federal court known as *La Raza Unida v. Volpe*, Case No. C-71-1166 (N.D. Cal.), successfully halted land acquisition and other preparation for the Route 238 project based on a variety of federal statutory and constitutional claims. Although that litigation settled in 1989, the Route 238 project was never constructed.

22 Instead, in response to state legislation, the City, with the Department and other local and regional entities, developed what is known as a “local alternative transportation improvement program” (“LATIP”), which is to be funded by the sale of Department-owned properties in the Corridor. Pursuant to that LATIP, the Department now seeks to sell those residential properties in the Corridor that were acquired for the original Route 238 project. If and when this Court approves the Settlement Agreement, the proposed LATIP will be submitted to the California Transportation Commission for adoption so that the Route 238 surplus properties may then be sold.

27 In 2007, when plans to sell the Corridor properties became apparent, attorneys representing plaintiffs in this case (some of whom also represented the class of plaintiffs in *La Raza Unida*), approached the Department and City and asserted that the sale of the properties

1 would trigger certain rights of Corridor tenants under state law to relocation assistance,
2 replacement housing, and a home purchase opportunity. Since that time, and with no admission
3 of liability on the part of the defendants, the parties have engaged in extensive negotiations to
4 resolve those claims. Through the course of those negotiations, the parties have hired housing
5 experts, conducted a survey of the tenants, and evaluated extensively the merits of each party's
6 legal position. Throughout, the defendants have denied any liability whatsoever.

7 In September 2009, the parties arrived at the general terms of a settlement. On September
8 28, 2009, prior to signing the Settlement Agreement, the parties held a community meeting to
9 announce, explain, and respond to questions regarding the terms of the Settlement Agreement.
10 Following the meeting, the parties made several further revisions in the Settlement Agreement,
11 some of which were in response to questions and concerns raised at the meeting or in subsequent
12 discussions with tenants. The Settlement Agreement was signed in December, 2009.

13 On December 29, 2009, the Court granted preliminary approval to the Settlement and
14 authorized the mailing of this Notice to inform Class Members of the terms of the proposed
15 Settlement and their rights under the Settlement.

16 **3. SUMMARY OF THE SETTLEMENT**

17 The Settlement has three major substantive components: (1) relocation assistance to Class
18 Members; (2) a program to provide for the development of new, low-income housing; and (3) a
19 program to provide eligible Class Members an opportunity to purchase a home, known as the
20 Opportunity to Purchase Home Program or "OPHP."

21 **A. Relocation Assistance**

22 Under the Settlement, each household will receive a lump sum stipend in an amount
23 determined by the size and income of the household. Exhibit A to this Notice is a chart for
24 determining the amount each household will receive. The stipend consists of two components: an
25 amount calculated for potential moving expenses and an amount calculated for a potential rent
26 differential payment. The rent differential is based on the difference between average monthly
27 rent for the size of the unit (based on number of bedrooms) and fair market rents for Alameda
28 County in fiscal year 2008, as calculated and published by the federal Department of Housing and
Urban Development ("HUD"). The assumed length of the rent-differential benefit varies with
income: for low- and extremely low-income households, the benefits are calculated based on a
time-frame of 42 months. For households of moderate income, the time-frame is 12 months.
Households with an above-moderate income shall receive one-half the amount received by
similarly-situated moderate income households.

The stipends will be paid as soon as is practicable following the fulfillment of the various
contingencies required to make the Settlement effective. This may occur months or even years
before the Department sells your residence. And the stipends will be paid regardless of whether
you are required to vacate the unit upon sale of the property and regardless of whether you are
actually forced to relocate to a higher-rent unit after the sale.

1 **B. Replacement Housing**

2 The replacement housing component of the settlement requires the City to cause 237 new
3 low-income housing units to be developed over the next 14 years. The primary intent of this
4 element of the Settlement is to mitigate the potential adverse affects the sale of the Corridor units
5 might have on the low-income housing stock in the area, but these units will be built regardless of
6 whether the sale of the Corridor units actually negatively impacts the housing stock. Provision is
7 made in the Settlement for the City to credit against the 237 units certain specific units already
8 developed or which will be developed. Interested Class Members may be able to take advantage
9 of preferential placement in the housing developed under this element of the Settlement.

10 **C. Opportunity to Purchase Home Program**

11 Finally, the Settlement includes a program to provide home-purchase opportunities and
12 assistance to households residing in single-family residences for at least two years prior to the
13 date of preliminary approval of the Settlement. A minimum of 100 Corridor single-family
14 residences will be offered for purchase to the tenants residing therein. Some, but not all, eligible
15 households will have the opportunity to purchase the single-family residence in which they
16 currently reside. *See* Section 4, below. If you are eligible for the home purchase program but
17 residing in a unit that is not eligible for sale under the program or living in a home that is too
18 large, you will be provided an opportunity to purchase either another single-family residence
19 within the Corridor or to select from an inventory of alternative, appropriate and eligible
20 properties in the City.

21 A Program Administrator will oversee the home purchase program. The program will be
22 primarily funded with local, state, and federal home-buyer programs, although any residue of the
23 fund that has been set aside to pay the stipends will also be available. Households eligible to
24 participate in the program may be eligible for home purchase assistance up to 30% of the
25 appraised value of the home to be purchased, or \$75,000, whichever is less. Households
26 participating in the home purchase program will be eligible for, but will not directly receive, a
27 relocation assistance stipend. Instead, the stipend will be deposited in a special account and
28 devoted to assisting the household with home purchase costs.

29 **D. Value of the Settlement**

30 In total, the Settlement provides at least \$6,000,000 in benefits to the Class. This amount
31 will be used to pay the lump sum stipends, and any remainder will be devoted to the home
32 purchase program. The City has agreed to contribute \$1,000,000 to its First Time Home Buyer
33 Program, which will be available to assist households eligible for the home purchase program.
34 These amounts do not include administrative expenses and monetary benefits of the home
35 purchase program obtained from sources other than the parties (which the City has estimated at an
36 additional \$3,850,000-\$6,000,000), or attorneys' fees (which are discussed below). Moreover,
37 the replacement housing program will require subsidies of potentially many millions of dollars in
38 order to make the housing affordable.

39 **E. The Final Approval Hearing**

40 The parties have submitted the Settlement to the Court. The Court has granted
41 preliminary approval of the Settlement. The Court will hold a hearing on **March 8, 2010, at 9:00**

1 a.m., to determine whether to grant final approval to the Settlement (see Section 9 below). Only
2 after the Settlement is granted final approval will the benefits under the Settlement be provided to
3 Class Members.

4 **4. FREQUENTLY ASKED QUESTIONS ABOUT PARTICIPATING IN THE SETTLEMENT.**

5 What do I need to do now if I want to participate in the Settlement? You need not take
6 any action at this point in order to participate in the Settlement. If the Settlement is finally
7 approved by the Court, you will be required to take certain actions in order to obtain benefits
8 under the Settlement, such as participating in a survey to determine your eligibility for benefits
9 and signing a release and acknowledgement. Such actions are detailed in the Settlement.

10 How will my lump sum stipend be calculated? As noted above, your lump sum stipend
11 will be calculated in accordance with the chart attached as Exhibit A to this Notice. Your income
12 level, house size, and other relevant factors will be confirmed during a survey of the tenants that
13 will occur after final approval of the Settlement. It is very important that you participate fully in
14 that survey and promptly provide accurate information so that your benefits can be calculated.

15 How soon will I receive my lump sum stipend? The stipends will be paid as soon as is
16 practicable following the completion of the tenant survey and the fulfillment of the various
17 contingencies required to make the Settlement effective. Because of these contingencies, the
18 precise date of payment cannot be known at this point. Assuming the Settlement is finally
19 approved and the remaining contingencies are resolved without any obstacles, the parties estimate
20 that the stipends may be paid as soon as six months after final approval of the Settlement.
21 However, it could take significantly longer. Note, however, that the property in which you reside
22 will not be sold until you have received your stipend, and it may not be sold until some time
(possibly years) after you have received your stipend.

23 How can I participate in the home purchase program? Households in good standing who
24 have resided in single-family residences for at least two years prior to the date of preliminary
25 approval of the Settlement are eligible to participate in the home purchase program. During the
26 survey of tenants, discussed above, you will be asked whether you are interested in participating
27 in the home purchase program. If you wish to participate, your lump sum stipend will be used to
28 assist with the home purchase. However, if you change your mind prior to purchasing a home,
you can withdraw from the home purchase program and receive your lump sum stipend (plus
interest, but less certain expenses that may have already been necessarily devoted to helping you
purchase a home).

The home purchase program will last approximately two years. Many households will be
given the opportunity to purchase the home in which they currently reside. However, certain
homes in the Corridor will not be eligible for purchase due to their condition, land use
considerations, and other factors. Lists of eligible and ineligible Corridor properties will be
available on or about the date on which the Settlement is finally approved. If you reside in a
home that is not eligible for purchase (or if your current home is eligible but not suited to your
needs), you will be provided an opportunity to purchase either another home in the area.

1 The homes listed in Exhibit B will not be finally classified as eligible or ineligible until a
2 further public decision-making process has taken place. This process will be concluded within
3 one year of the date on which the Settlement was preliminarily approved. If you reside in one of
4 these homes, you will be able to participate in this process and provide your views to the City and
5 the Department.

6 The price of Corridor homes eligible to be purchased under the program will be
7 determined by a detailed appraisal process set forth in the Settlement, which is intended to
8 ascertain each property's fair market value. The Program Administrator will assist households
9 participating in the home purchase program in securing financial assistance for the purchase of
10 homes. The precise amount of home purchase assistance to which your household may be
11 entitled under the program will be determined by a number of factors, including your income
12 level; your creditworthiness; the federal, state, and local housing programs available at the time
13 you seek to purchase; and the balance, after payment of the lump sum stipends, remaining in the
14 \$6,000,000 fund the City has devoted to this Settlement. The maximum amount of assistance for
15 a household under the program is 30% of the purchase price or \$75,000, whichever is less.

16 What if I disagree with decisions regarding my benefits under the Settlement? The
17 Settlement includes a dispute resolution procedure so that Class Members can challenge
18 administrative decisions made during the implementation of the Settlement. You will have a right
19 to request a hearing and to submit evidence. Disputes will be finally resolved by an impartial
20 Hearing Officer. This process is available to resolve all disputes, except that it is not available to
21 contest the appraised value of a home under the home purchase program.

22 What happens if not all of the \$6,000,000 is paid to Class Members through the lump
23 stipends and the home purchase program? If the expenditures toward the lump sum stipends and
24 the home purchase program do not reach \$6,000,000, the City will devote the remainder to its
25 First Time Homebuyers Program or similar program designed to increase affordable
26 homeownership in the City.

27 **5. RELEASE OF CLAIMS**

28 **If you participate in the Settlement, it is very important that you understand that
you will be releasing legal claims.** Generally speaking, with limited exceptions, you will be
prohibited from bringing any claims against the defendants related to the sale of the Corridor
properties. The precise language of the Release of Claims contained in the Settlement Agreement
is as follows:

As of the date the Final Approval Order is entered by the Court, each and every Class
Member and the Caltrans Tenants Organization hereby releases the Defendants and each of their
agents, officers, and employees from any claims, demands, actions, transactions, interactions, or
causes of action related to the future sale and disposition of the Excess Properties (collectively
"Claims"), in existence as of the date of the Preliminary Approval Order, that were brought, or
could have been brought in this action ("Released Claims"). The Released Claims include only
Claims that are susceptible to Class resolution, whether they were or could have been asserted by
the Class as a whole or by individual Class Members. The Released Claims include but are not
limited to any Claims for relocation assistance and replacement housing benefits pursuant to
California Government Code §§14528.5, et seq., 25 C.C.R. §6034(b)(3) and the Uniform

1 Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42
2 U.S.C. §§ 4622-4655, Claims for home purchase obligations or assistance pursuant to California
3 Government Code §§54235, et seq., and Claims for compliance with environmental requirements
4 pursuant to the National Environmental Policy Act of 1969, 49 U.S.C. §4332(2)(c) and the
California Environmental Quality Act, Public Resources Code §§21000, et seq., that might
otherwise arise out of the sale and disposition of the Excess Properties.

5 B. Waiver of California Civil Code §1542: With respect to the subject matter of their
6 respective Released Claims, Class Members and the Caltrans Tenants Organization expressly
7 waive and relinquish the provisions, rights, and benefits of §1542 of the California Civil Code
and any analogous law, statute, or rule. §1542 states:

8 A general release does not extend to claims which the creditor does not know or suspect to
9 exist in his or her favor at the time of executing the release, which if known by him or her
must have materially affected his or her settlement with the debtor.

10 In addition to releasing claims as described above, participating Class Members must not
11 initiate or participate in any administrative or legal action that would adversely impact, prevent,
or delay the sale of the Corridor properties.

12 **6. CLASS COUNSEL ATTORNEYS' FEES AND COSTS PAYMENT**

13 Plaintiffs' counsel will request that the Court approve a payment from Defendants of
14 approximately \$750,000 to compensate them for their time and effort in bringing this case and
15 overseeing implementation of the Settlement, and for the out-of-pocket costs they have expended
16 and will be forced to expend in the future. The time period during which Plaintiffs' counsel has
17 worked or will work on this Settlement, including its implementation, will be more than a decade.
18 These amounts, if awarded, will **not** be paid from the funds devoted to the Settlement and
19 therefore will **not** reduce your benefits. Plaintiffs' counsel believe the attorneys' fees and costs
requested are fair and reasonable, and the Defendants have agreed to pay the requested amount,
pending Court approval. These fee and cost payments will be paid only if the Court approves
them.

20 **7. HOW TO COMMENT ON OR OBJECT TO THE SETTLEMENT (IF DESIRED)**

21 If you wish, you may comment on or object to the Settlement by submitting a written
22 notice of comment or objection. Any comments or objections must be filed with the Court and
served on all of the parties at the following addresses by **February 22, 2010**:

23 Stephen E. Ronfeldt
24 The Public Interest Law Project
25 449 15th Street, Suite 301
26 Oakland, CA 94612
27
28

1 Stephen P. Berzon
Jonathan Weissglass
2 Peder J. V. Thoreen
3 Altshuler Berzon LLP
177 Post Street, Suite 300
4 San Francisco, CA 94108

5 Michael Lawson
6 City Attorney
City Hall
7 777 B Street
Hayward, CA 94541-5007

8 David Gossage, Deputy Chief Counsel
9 Lucille Baca, Assistant Chief Counsel
10 California Department of Transportation
P.O. Box 7444
11 San Francisco, CA 94120-7444

12 The objection need not be in any specific form; a short and simple statement of your
13 objection is sufficient. You may be represented by your own attorney, but you do not have to be
14 to object. If you comment through an attorney, you will be solely responsible for the fees and
15 costs of your own attorney. If you wish to present your objection at the final approval hearing,
16 you should state your intention to do so in your written objection.

17 If you do not file and serve a written objection in the manner and by the deadline specified
18 above you will be deemed to have waived any objection and will be foreclosed from making any
19 objections to the Settlement (whether by appeal or otherwise).

20 **8. HOW TO ELECT NOT TO PARTICIPATE IN THE SETTLEMENT (IF DESIRED)**

21 If you fall within the class definition provided in Section 1, you are automatically a Class
22 Member, and will be bound by the Settlement's release of claims, unless you elect to be excluded
23 from the Settlement. If you elect to be excluded from the Settlement, you will not receive any
24 money or other benefits from the Settlement, will not be bound by the Settlement, including its
25 release of claims, and will be free to pursue your own claim against the Defendants (at your own
26 expense). To be excluded, you must timely submit a written request not to participate in the
27 Settlement that contains 1) your name, 2) your signature, and 3) the following language:

28 "I understand that, by this request to be excluded from the Settlement in this case, I am
foregoing all monetary and other benefits from this Settlement and will receive nothing
from this Settlement. I understand that I may bring a separate legal action, but I
understand that I might receive nothing or less than what I would have received if I had
not elected to be excluded from the Settlement."

Your written request not to participate in the Settlement must be submitted to Plaintiffs' counsel
at the following addresses, postmarked or received by **February 22, 2010**:

1 Stephen E. Ronfeldt
2 The Public Interest Law Project
3 449 15th Street, Suite 301
4 Oakland, CA 94612

5 Stephen P. Berzon
6 Jonathan Weissglass
7 Peder J. V. Thoreen
8 Altshuler Berzon LLP
9 177 Post Street, Suite 300
10 San Francisco, CA 94108

9. FINAL SETTLEMENT APPROVAL HEARING

11 The Court will hold a final approval hearing on **March 8, 2010, at 9:00 a.m.**, in
12 Department 17 of the Court, located at 1221 Oak Street, Oakland, CA 94612, before the
13 Honorable Steven A. Brick, to determine whether the Settlement should be finally approved as
14 fair, reasonable, and adequate. The Court will also be asked to approve Plaintiffs' counsel's
15 request for attorneys' fees and costs. The hearing may be postponed without further notice to the
16 Class. **It is not necessary for you to appear at this hearing.**

10. OTHER INFORMATION

17 No Cost to You. The Settlement does not require you to pay money out of pocket.
18 However, you are responsible for all applicable taxes owed on your lump sum stipend or other
19 benefits received under the Settlement.

20 Tax Advice Caveat. Any perceived tax advice in this Notice was not intended or written
21 to be used, and it cannot be used by any recipient, for the purpose of avoiding any tax penalties
22 that may be imposed on any person. This Notice imposes no limitation on the disclosure of the
23 tax treatment or tax structure of any transaction. Plaintiffs' counsel cannot give you tax advice.

24 This Notice Provides Only a Summary. This Notice provides only a summary of the basic
25 terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred
26 to the detailed Joint Stipulation of Class Settlement and Class Settlement Agreement and Release,
27 which is on file with the Clerk of the Court, or online through the Court's public access website,
28 "DomainWeb," at <http://apps.alameda.courts.ca.gov/domainweb/html/index.html>, and which is
also available on the websites of Plaintiffs' counsel: www.pilpca.org and
www.altshulerberzon.com. You also may contact Plaintiffs' counsel at (510) 891-9794 or (415)
421-7151. **Please do not telephone the Court for information regarding this Settlement or
the claim process.**

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Questions. If you have questions, please contact the attorneys who represent the Class at:

Stephen E. Ronfeldt
The Public Interest Law Project
449 15th Street, Suite 301
Oakland, CA 94612
E-mail: sronfeldt@pilpca.org
Telephone: (510) 891-9794
Facsimile: (510) 891-9727

Peder J. V. Thoreen
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108
E-mail: pthoreen@alshulerberzon.com
Telephone: (415) 421-7151
Facsimile: (415) 362-8064

* * *

By order of the Superior Court of California, County of Alameda.

Dated: December 29, 2009.

Steven A. Brick
Superior Court Judge

EXHIBIT A

Lump Sum Stipend Calculation Table

| UNIT TYPE | Apartments | | | | | | Single-Family Residences/Duplexes | | | | | |
|-----------------------------|------------|----------|----------|----------|----------|----------|-----------------------------------|----------|----------|----------|----------|----------|
| | 1-BdRm | 2-BdRm | 3-BdRm | 4-BdRm | 5-BdRm | 6-BdRm | 1-BdRm | 2-BdRm | 3-BdRm | 4-BdRm | 5-BdRm | 6-BdRm |
| <u>Moving Stipend *</u> | \$1,425 | \$1,550 | \$1,900 | \$2,150 | \$2,375 | \$2,600 | \$1,650 | \$1,900 | \$2,150 | \$2,375 | \$2,600 | \$2,825 |
| <u>Rent Differential **</u> | \$210 | \$339 | \$480 | \$628 | \$717 | \$1,014 | \$210 | \$339 | \$480 | \$628 | \$717 | \$1,014 |
| Total Extremely Low | \$13,230 | \$21,357 | \$30,240 | \$39,564 | \$45,171 | \$63,882 | \$13,230 | \$21,357 | \$30,240 | \$39,564 | \$45,171 | \$63,882 |
| Total Very Low | \$11,025 | \$17,798 | \$25,200 | \$32,970 | \$37,643 | \$53,235 | \$11,025 | \$17,798 | \$25,200 | \$32,970 | \$37,643 | \$53,235 |
| Total Low Income | \$8,820 | \$14,238 | \$20,160 | \$26,376 | \$30,114 | \$42,588 | \$8,820 | \$14,238 | \$20,160 | \$26,376 | \$30,114 | \$42,588 |
| Total Moderate Income | \$2,520 | \$4,068 | \$5,760 | \$7,536 | \$8,604 | \$12,168 | \$2,520 | \$4,068 | \$5,760 | \$7,536 | \$8,604 | \$12,168 |

* "Rent Differential" provided times 42 months for all low income households, and times 12 months for all moderate income households, with a 1.25% multiplier for "Very Low" and a 1.50% multiplier for "Extremely Low".

| <u>Total Lump Sum Payment***</u> | |
|----------------------------------|----------|
| Total Extremely Low | \$14,655 |
| Total Very Low | \$12,450 |
| Total Low Income | \$10,245 |
| Total Moderate Income | \$3,945 |

Footnotes: * "Moving Stipend" amounts are per-room payments based on Caltrans' "Fixed Moving Schedule". The base assumption for a 1-bedroom unit is 4 rooms plus a 'bonus' room for apartments (= 5 total rooms); and 4 rooms plus 2 'bonus' rooms for Single Family Residences (SFR) and/or Duplexes (= 6 total rooms). One room is added to this base for each additional bedroom. For example, a 2-bedroom apartment would be 6 total rooms; and a 2-bedroom SFR would be 7 total rooms.

** "Rent Differential" is the difference between the average rent for the size of the unit (based on number of bedrooms) and fair market rents for FY 2008 for Alameda County as calculated and published by the Federal Department of Housing and Urban Development (HUD). Household income limits for "Extremely low", "Very Low", "Low" and "Moderate" are for Alameda County established by the Federal Department of Housing and Urban Development (HUD) as of August 2008. Total Rent Differential for low, very low, and extremely low income households is calculated by multiplying the base differential by 42 months consistent with Caltrans' current Relocation Assistance Plan (RAP) procedures times the respective multipliers as indicated above. Total Rent Differential for moderate income households is calculated by multiplying the base differential by 12 months. This later is offered as a good-faith contribution by the Public Partners to assist moderate income families in these tough economic times.

*** Total is derived by adding "Moving Stipend" and "Rent Differential" together for each Income Level per Unit Size.

EXHIBIT B

| MAP # | SPN | ADDRESS | REASON FOR INELIGIBILITY |
|-------|-------|------------------|--------------------------|
| 163 | 32722 | 25346 Bunkerhill | REDEV |
| 163 | 38926 | 25338 Bunkerhill | REDEV |
| 163 | 32707 | 25314 Bunkerhill | REDEV |
| 163 | 38933 | 25311 Bunkerhill | REDEV |
| 163 | 38932 | 25386 Bunkerhill | REDEV |
| 163 | 38930 | 25362 Bunkerhill | REDEV |
| 163 | 38936 | 25361 Bunkerhill | REDEV |
| 163 | 38939 | 25373 Bunkerhill | REDEV |
| 166 | 39022 | 25464 Bunkerhill | REDEV |
| 166 | 39020 | 25426 Bunkerhill | REDEV |
| 166 | 39021 | 25450 Bunkerhill | REDEV |
| 166 | 39028 | 25550 Bunkerhill | REDEV |
| 166 | 39031 | 25568 Bunkerhill | REDEV |
| 166 | 32720 | 25410 Bunkerhill | REDEV |
| 166 | 39023 | 25472 Bunkerhill | REDEV |
| 168 | 39008 | 25591 Bunkerhill | REDEV |
| 168 | 39009 | 25655 Bunkerhill | REDEV |
| 168 | 39013 | 25689 Bunkerhill | REDEV |
| 168 | 38991 | 25720 Maitland | REDEV |
| 168 | 32712 | 25672 Maitland | REDEV |
| 168 | 32716 | 25600 Maitland | REDEV |
| 168 | 38977 | 25588 Maitland | REDEV |
| 168 | 32710 | 25584 Maitland | REDEV |
| 168 | 32709 | 25564 Maitland | REDEV |
| 168 | 38968 | 25560 Maitland | REDEV |
| 168 | 38966 | 25552 Maitland | REDEV |
| 168 | 38963 | 1054 Central | REDEV |
| 168 | 39011 | 25669 Bunkerhill | REDEV |
| 168 | 38972 | 25568 Maitland | REDEV |
| 168 | 38965 | 1058 Central | REDEV |
| 170 | 38978 | 25673 Maitland | REDEV |
| 170 | 32719 | 25721 Maitland | REDEV |
| 170 | 38979 | 25685 Maitland | REDEV |
| 170 | 38979 | 25697 Maitland | REDEV |
| 171 | 39046 | 25832 Bunkerhill | REDEV |
| 171 | 39047 | 25840 Bunkerhill | REDEV |
| 171 | 39060 | 25931 Central | REDEV |
| 172 | 39018 | 25777 Bunkerhill | REDEV |
| 172 | 32721 | 25825 Bunkerhill | REDEV |
| 172 | 39063 | 25853 Bunkerhill | REDEV |
| 172 | 39064 | 25879 Bunkerhill | REDEV |

Total SFRs Undecided = 41

September 28, 2009