

1 JAMIE CROOK (#245757)  
Chief Counsel  
2 RUMDUOL VUONG (#264392)  
Assistant Chief Counsel  
3 MACKENZIE ANDERSON (#335469)  
Staff Counsel  
4 CALIFORNIA CIVIL RIGHTS DEPARTMENT  
2218 Kausen Drive, Suite 100  
5 Elk Grove, CA 95758  
Telephone: (916) 478-7251  
6 Facsimile: (888) 382-5293  
  
7 Attorneys for Plaintiff,  
Department of Fair Employment and Housing (Fee  
8 exempt, Gov. Code, § 6103)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Alameda  
**02/14/2023 at 12:00:00 AM**  
By: Darnekia Oliver,  
Deputy Clerk

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF ALAMEDA**

12 DEPARTMENT OF FAIR  
EMPLOYMENT AND HOUSING, an  
13 agency of the State of California,

14 Plaintiff,

15 vs.

16 VASONA MANAGEMENT, INC., a California  
Corporation; NORTHGATE, LLC, a California  
17 Limited Liability Company; 133 NORTH  
TEMPLE, LLC, a California Limited Liability  
18 Company; 284 TYRELLA, LLC, a California  
Limited Liability Company; ADELAIDE  
19 PINES, LLC, a California Limited Liability  
Company; ADOBE LAKE, LLC, a California  
20 Limited Liability Company; AMADOR  
CONCORD, LLC, a California Limited Liability  
21 Company; BLOSSOM VILLAGE, LLC, a  
California Limited Liability Company;  
22 BROOKVALE CHATEAU, LLC, a California  
Limited Liability Company; CARMEL HOUSE,  
23 LLC, a California Limited Liability Company;  
CATALINA CREST, LLC, a California Limited  
24 Liability Company; CATCREST, LLC, a  
California Limited Liability Company;  
25 CONCORD PROPS., LLC, a California Limited  
Liability Company; FREMONT MANOR, LLC,  
26 a California Limited Liability Company; GLEN  
OAKS, LLC, a California Limited Liability  
27 Company; HIDDEN LAKE, LLC, a California  
Limited Liability Company; LG CREEK APTS.,  
28 LLC, a California Limited Liability Company;

Case No.: **RG20078727**

**DECLARATION OF RUMDUOL K.  
VUONG IN SUPPORT OF UNOPPOSED  
MOTION TO APPROVE [PROPOSED]  
CONSENT DECREE; EXHIBITS**

**Department:** 17  
**Judge:** Hon. Frank Roesch

Hearing Date: March 16, 2022  
Hearing Time: 3:00PM  
Reservation No. 146021417924  
**Action Filed:** October 16, 2020

1 LOGAN PARK BAY APTS., LLC, a California  
2 Limited Liability Company; LORENZO, LLC, a  
3 California Limited Liability Company; MAAS  
4 COMMONS, LLC, a California Limited  
5 Liability Company; MAAS CRESTVIEW  
6 LIMITED PARTNERS, a California Limited  
7 Partnership; MAAS TAXCO, LLC, a California  
8 Limited Liability Company; MARINA  
9 BREEZE, LLC, a California Limited Liability  
10 Company; MISSION PARK GILROY, LLC, a  
11 California Limited Liability Company; PACIFIC  
12 HOTELS, INC., a California Corporation;  
13 PASEO HAYWARD, LLC, a California Limited  
14 Liability Company; THE PENTHOUSE, LLC, a  
15 California Limited Liability Company;  
16 REDWOOD PLAZA, LLC, a California Limited  
17 Liability Company; SYCAMORE COMMONS,  
18 LLC, a California Limited Liability Company;  
19 WALNUT CREEK PROPERTIES, LLC, a  
20 California Limited Liability Company;  
21 WASHINGTON TOWNHOMES, LLC, a  
22 California Limited Liability Company;  
23 WHITMAN, LLC, a California Limited  
24 Liability Company; WINDY HILL PROPERTY  
25 VENTURES, LLC, a California Limited  
26 Liability Company, and DOES ONE through  
27 TEN, inclusive,

Defendants.

16 KEVIN KISH, Director, Department of Fair  
17 Employment and Housing, PROJECT  
18 SENTINEL, a California non-profit organization,

Real Parties in Interest.

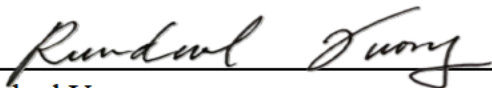
20 I, Rumduol K. Vuong, do hereby state as follows:

- 21 1. I am an Assistant Chief Counsel at the California Civil Rights Department (“CRD”), formerly  
22 known as the California Department of Fair Employment & Housing. I am assigned to this case  
23 in my official capacity, and make this declaration based on my personal knowledge and review of  
24 the CRD’s files.
- 25 2. At the time of the mediation between all parties in January 2022, CRD expended approximately  
26 1874 hours in investigating and litigating the matter, which amounted to \$1,124,400 in attorney’s  
27 fees.

- 1 3. In the intervening thirteen months since the mediation, CRD has spent an addition 261.7 hours  
2 drafting, negotiating, and finalizing the settlement in this matter and which amounts to an  
3 additional \$205,707 in fees.
- 4 4. A true and correct copy of the finalized and signed proposed Consent Decree is attached hereto  
5 as Exhibit A.
- 6 5. I have provided a copy of our motion to counsel for Intervenors, Owner Defendants, and Vasona.  
7 Counsel for these Parties have confirmed that they do not oppose the entry of the proposed  
8 Consent Decree.
- 9 6. The trial court in *Dept. Fair Empl & Hous. v. The Walt Disney Co., et al.* (Super. Ct. L.A.  
10 County, 2021 No. 20STCV19182) has ruled that CRD is not subject to the class action  
11 certification requirements, unlike private litigants. A true and correct copy of the court's minute  
12 order finding so is attached hereto as Exhibit B.

13  
14  
15 DATED: 2/9/2023

CALIFORNIA CIVIL RIGHTS DEPARTMENTS, formerly  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

17 

18 Rumduol Vuong  
19 California Civil Rights Department, formerly  
20 Department of Fair Employment and Housing  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit A

1 NELSON CHAN (#109272)  
Assistant Chief Counsel  
2 RUMDUOL VUONG (#264392)  
Associate Chief Counsel  
3 MACKENZIE ANDERSON (#335469)  
Staff Counsel  
4 DEPARTMENT OF FAIR EMPLOYMENT  
AND HOUSING  
2218 Kausen Drive, Suite 100  
5 Elk Grove, CA 95758  
Telephone: (916) 478-7251  
6 Facsimile: (888) 382-5293

7 Attorneys for Plaintiff,  
8 Department of Fair Employment and Housing  
(Fee exempt, Gov. Code, § 6103)

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF ALAMEDA**

12 DEPARTMENT OF FAIR EMPLOYMENT  
AND HOUSING, an agency of the State of  
13 California,

14 Plaintiff,

15 vs.

16 VASONA MANAGEMENT, INC., a California  
Corporation; NORTHGATE, LLC, a California  
17 Limited Liability Company; 133 NORTH  
TEMPLE, LLC, a California Limited Liability  
18 Company; 284 TYRELLA, LLC, a California  
Limited Liability Company; ADELAIDE  
19 PINES, LLC, a California Limited Liability  
Company; ADOBE LAKE, LLC, a California  
20 Limited Liability Company; AMADOR  
CONCORD, LLC, a California Limited Liability  
21 Company; BLOSSOM VILLAGE, LLC, a  
California Limited Liability Company;  
22 BROOKVALE CHATEAU, LLC, a California  
Limited Liability Company; CARMEL HOUSE,  
23 LLC, a California Limited Liability Company;  
CATALINA CREST, LLC, a California Limited  
24 Liability Company; CATCREST, LLC, a  
California Limited Liability Company;  
25 CONCORD PROPS., LLC, a California Limited  
Liability Company; FREMONT MANOR, LLC,  
26 a California Limited Liability Company; GLEN  
OAKS, LLC, a California Limited Liability  
27 Company; HIDDEN LAKE, LLC, a California  
Limited Liability Company; LG CREEK APTS.,  
28 LLC, a California Limited Liability Company;

**Case No.:** RG20078727

**[PROPOSED] CONSENT DECREE**

**Department:** 17  
**Judge:** Hon. Frank Roesch

**Action Filed:** October 16, 2020

1 LOGAN PARK BAY APTS., LLC, a California  
2 Limited Liability Company; LORENZO, LLC, a  
3 California Limited Liability Company; MAAS  
4 COMMONS, LLC, a California Limited  
5 Liability Company; MAAS CRESTVIEW  
6 LIMITED PARTNERS, a California Limited  
7 Partnership; MAAS TAXCO, LLC, a California  
8 Limited Liability Company; MARINA  
9 BREEZE, LLC, a California Limited Liability  
10 Company; MISSION PARK GILROY, LLC, a  
11 California Limited Liability Company; PACIFIC  
12 HOTELS, INC., a California Corporation;  
13 PASEO HAYWARD, LLC, a California Limited  
14 Liability Company; THE PENTHOUSE, LLC, a  
15 California Limited Liability Company;  
16 REDWOOD PLAZA, LLC, a California Limited  
17 Liability Company; SYCAMORE COMMONS,  
18 LLC, a California Limited Liability Company;  
19 WALNUT CREEK PROPERTIES, LLC, a  
20 California Limited Liability Company;  
21 WASHINGTON TOWNHOMES, LLC, a  
22 California Limited Liability Company;  
23 WHITMAN, LLC, a California Limited Liability  
24 Company; WINDY HILL PROPERTY  
25 VENTURES, LLC, a California Limited  
26 Liability Company, and DOES ONE through  
27 TEN, inclusive,

Defendants.

16 PROJECT SENTINEL, DAVID  
17 HAMMERBECK, CHARLIE BEST, and J.B.,  
18 minor, by his guardian ad litem CHARLIE  
19 BEST,

Plaintiff Intervenors.

1 I. INTRODUCTION

2 1. This Consent Decree is submitted jointly by the Parties specified below, for the approval  
3 of and entry as a Decree and Order by the Court (“Decree”) to resolve the claims in the civil Complaint  
4 filed by Plaintiff California Civil Rights Department, formerly known as the Department of Fair  
5 Employment and Housing (“CRD” or “Department”) and Plaintiff Intervenors Project Sentinel, Charlie  
6 Blest and his minor child, J.B., and David Hammerbeck’s (“Plaintiff Intervenors” or “Intervenors”)  
7 Complaint alleging *inter alia* that Defendants engaged in discrimination based on familial status in  
8 violation of the Fair Employment and Housing Act (“FEHA”), Government Code section 12900 et. seq.,  
9 and the Unruh Civil Rights Act, Civil Code section 51 et seq. (“Unruh Act”).

10 2. CRD filed the Complaint against Defendants Vasona Property Management, Inc.,  
11 (“Vasona”), Northgate, LLC, 133 North Temple, LLC, 284 Tyrella LLC, Adelaide Pines, LLC, Adobe  
12 Lake, LLC, Amador Concord, LLC, Blossom Village, LLC, Brookvale Chateau, LLC, Carmel House,  
13 LLC, Catalina Crest, LLC, Catcrest, LLC, Concord Props., LLC, Fremont Manor, LLC, Glen Oaks,  
14 LLC, Hidden Lake, LLC, LG Creek Apts, LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas  
15 Commons LLC, Maas Crestview Limited Partners, a California Limited Partnership, Maas Taxco, LLC,  
16 Marina Breeze, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., Paseo Hayward, LLC, The  
17 Penthouse, LLC, Redwood Plaza, LLC, Sycamore Commons, LLC, Walnut Creek Properties, LLC,  
18 Washington Townhomes, LLC, Whitman, LLC, and their subsidiary or affiliated entities (“Property  
19 Owners”) (collectively “Defendants”).

20 3. This Consent Decree<sup>1</sup> resolves the claims in CRD’s Complaint and Plaintiff Intervenors’  
21 Complaint (collectively, “Complaints”) alleging *inter alia* that Defendants engaged in discrimination  
22 based on familial status<sup>2</sup> in violation of the Fair Employment and Housing Act (“FEHA”), Government  
23

24 <sup>1</sup> “In a stipulated judgment, or consent decree, litigants voluntarily terminate a lawsuit by assenting to  
25 specified terms, which the court agrees to enforce as a judgment.” (*California State Auto. Assn. Inter-*  
26 *Ins. Bureau v. Superior Court*, 50 Cal.3d 658 (1990), citing Kramer, Consent Decrees and the Rights of  
27 Third Parties (1988) 87 Mich.L.Rev. 321, 325; 2 Cal.Civil Procedure Before Trial (Cont.Ed.Bar 1978) §  
28 34.1, pp. 485–486.)

<sup>2</sup> In this Consent Decree, familial status or families with children “means one or more individuals under  
18 years of age who reside with a parent, another person with care and legal custody of that individual, a  
person who has been given care and custody of that individual by a state or local governmental agency

1 Code section 12900 *et. seq.*, and the Unruh Civil Rights Act.

2 4. CRD, Plaintiffs Intervenors, and Defendants (collectively, the “Parties”) submit to the  
3 jurisdiction of this Court over the Parties and the subject matter of this action and agree to the power of  
4 this Court to enter a Consent Decree.

5 5. Defendants deny all allegations of discriminatory conduct or violations of law.

6 6. The Parties agree that it is in the Parties’ best interests, and in the public interest to fully  
7 and finally resolve this matter on mutually agreeable terms, reaching a compromise and settlement of all  
8 claims without trial of any issues of fact or law raised in the Complaints and without resort to protracted  
9 litigation.

10 7. Therefore, the Parties request the Court’s entry of this Decree resolving all claims against  
11 Defendants in the CRD Complaint and Plaintiff Intervenors’ Complaint.

12 **NOW, THEREFORE, IT IS DECREED ADJUDGED, AND ORDERED AS FOLLOWS:**

13 **II. PARTIES**

14 8. CRD is a state department with prosecutorial authority to investigate and litigate civil  
15 rights actions (Gov. Code, § 12930 *et seq.*). CRD enforces, among other laws, the FEHA and Unruh Act

16 9. Plaintiff Intervenor Project Sentinel is a non-profit organization incorporated under the  
17 laws of the State of California with the mission of developing and promoting fairness and equality of  
18 housing for all persons.

19 10. Plaintiff Intervenor Charlie Blest and his minor child, J.B. lived at Northgate Savoy  
20 Apartments, owned by Northgate LLC, from 2011 to 2018.

21 11. Plaintiff Intervenor J.B., is the minor son of Charlie Blest, represented by his father and  
22 guardian ad litem, Charlie Blest.

23 12. Plaintiff Intervenor David Hammerbeck and his family including minor children have  
24

25 \_\_\_\_\_  
26 that is responsible for the welfare of children, or the designee of that parent or other person with legal  
27 custody of any individual under 18 years of age by written consent of the parent or designated custodian.  
28 The protections afforded by this part against discrimination on the basis of familial status also apply to  
any individual who is pregnant, who is in the process of securing legal custody of any individual under  
18 years of age, or who is in the process of being given care and custody of any individual under 18  
years of age by a state or local governmental agency responsible for the welfare of children.” (Gov.  
Code, § 12955.2.)



1 lived at Brookvale Chateau, owned by Brookvale Chateau LLC since 2015.

2 13. Defendant Vasona is a California corporation which has provided property management  
3 services to approximately 48 apartment complexes in the San Francisco Bay Area, including in Alameda  
4 County. At various relevant times, Vasona has been the property management company and managing  
5 agent for certain of the Property Owners at their respective apartment buildings where it is alleged that  
6 members of the group or class of families were subjected to the discrimination alleged in CRD's  
7 Complaint during the operative period.

8 14. Defendant Property Owners are business entities that each have owned and/or operated  
9 one or more of the apartment buildings during the operative period and where it is alleged that members  
10 of the group or class of families were subjected to the discrimination alleged in the Complaint.

11 15. At various times, as set forth below, certain of the Defendants had the legal or equitable  
12 right of ownership or possession for, or the right to rent or lease housing accommodations in one or  
13 more of the following apartment buildings and complexes (the "Properties") where the alleged  
14 discrimination described in the Complaints allegedly occurred:

15 Adelaide Pines Apartments (owned by Adelaide Pines, LLC)  
16 1730 Adelaide Street  
Concord, CA 94520

17 Adobe Lake Apartment Homes (owned by Adobe Lake, LLC)  
18 1500 Ellis Street  
Concord, CA 94520

19 Amador Apartments (owned by Blossom Village, LLC)  
20 24660 Amador Street  
Hayward, CA 94544

21 Amador Heights Apartments (owned by Amador Concord, LLC)  
22 1880 Laguna Street  
Concord, CA 94520

23 Ashland Garden Apartments (owned by Redwood Plaza, LLC)  
24 16183 Ashland Avenue  
San Lorenzo, CA 94580

25 Bancroft Towers Apartments (owned by Catalina Crest, LLC)  
26 13475 Bancroft Avenue  
San Leandro, CA 94578

27 Broadway Tower Apartments (owned by Maas Crestview Limited Partners)  
28 1601 Broadway Street  
Concord, CA 94520

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Brookvale Chateau Apartments (owned by Brookvale Chateau, LLC)  
36163 Fremont Boulevard  
Fremont, CA 94536

Carmel House Apartments (owned by Carmel House, LLC)  
1744 – 1756 Carmel Drive  
Walnut Creek, CA 94596

Castilian Apartments (owned by Walnut Creek Properties, LLC)  
1236 Detroit Avenue  
Concord, CA 94520

Catalina Crest Apartments (owned by Catcrest, LLC)  
928, 1038 & 1046 Catalina Drive  
Livermore, CA 94550

City Walk Apartments (owned by Concord Props, LLC)  
1688 Clayton Road  
Concord, CA 94520

Courtyard Apartments (owned by Adelaide Pines, LLC)  
24050 Silva Avenue  
Hayward, CA 94545

El Gato Penthouse Apartments (owned by The Penthouse LLC)  
20 East Main Street  
Los Gatos, CA 95030

Fremont Manor Apartments (owned by Fremont Manor, LLC)  
4291 Stevenson Boulevard  
Fremont, CA 94538

Glen Eyrie Apartments (formerly owned by Windy Hill PV Four, MF, LLC)  
51 Glen Eyrie Avenue  
San Jose, CA 95125

Glen Oaks Apartments (owned by Glen Oaks, LLC)  
27475 Hesperian Boulevard  
Hayward, CA 94545

Hidden Lake Apartments (owned by Hidden Lake, LLC)  
3375 Homestead Road  
Santa Clara, CA 95051

Laguna Ellis Apartments (owned by Walnut Creek Properties, LLC)  
1776 Laguna Street  
Concord, CA 94520

Lakeshore Apartment Homes/Lakeshore Apartments (owned by Walnut Creek Properties, LLC)  
1530 Ellis Street  
Concord, CA 94520

Lincoln Glen Apartment Homes (owned by Fremont Manor, LLC)  
4261 Stevenson Boulevard

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Fremont, CA 94538

Logan Park Apartments (owned by Logan Park Bay Apts., LLC)  
38302 Logan Drive  
Fremont, CA 84536

Lorenzo Commons Apartments (owned by Lorenzo, LLC)  
16201 & 17155 Hesperian Boulevard  
San Lorenzo, CA 94580

Los Gatos Creek Apartments (owned by LG Creek Apts., LLC)  
1029 Meridian Avenue  
San Jose, CA 95125

Marina Breeze Apartments (owned by Marina Breeze, LLC)  
13897 - 13931 Doolittle Drive  
San Leandro, CA 94577

Mission Park Apartments (owned by Mission Park Gilroy, LLC)  
766 1st Street & 1931 Miller Avenue  
Gilroy, CA 95020

North Main Apartments (owned by Walnut Creek Properties, LLC)  
2971 North Main Street  
Walnut Creek, 94597

Northgate Savoy Apartments (owned by Northgate, LLC)  
34077 Paseo Padre Parkway  
Fremont, CA 94555

Palace Apartment Homes (owned by Adelaide Pines, LLC)  
1731 Pine Street  
Concord, CA 94920

Paseo Gardens Apartments (owned by Paseo Hayward, LLC)  
16929 Meekland Avenue  
Hayward, CA 94541  
&  
57 Paseo Grande  
San Lorenzo, CA 94580

Redwood Plaza Apartments (owned by Redwood Plaza, LLC)  
38730 Lexington Street  
Fremont, CA 94936

Redwood Valley Apartments (formerly owned by Pacific Hotels, Inc.)  
22281 Center Street  
Castro Valley, CA 94546

Sequoyah I Apartments (owned by Concord Props, LLC)  
1741 Detroit Avenue  
Concord, CA 94520

Sequoyah II Apartments (owned by Adelaide Pines, LLC)  
1711 Detroit Ave  
Concord, CA 94520

1 Serra Commons Apartments (owned by Maas Commons, LLC)  
2 1580 Southgate Ave  
3 Daly City, CA 94015

4 Spring Valley Apartments (owned by 133 North Temple, LLC)  
5 133 North Temple Drive  
6 Milpitas, CA 95035

7 St. Moritz Apartments I (owned by Catcrest LLC)  
8 1531 Detroit Avenue  
9 Concord, CA 94520

10 St. Moritz Apartments II (owned by Walnut Creek Properties, LLC)  
11 1501 Detroit Avenue  
12 Concord, CA 94520

13 St. Moritz Garden Apartments (owned by Sycamore Commons, LLC)  
14 14744 Washington Avenue  
15 San Leandro, CA 94578

16 Sycamore Commons Apartments (owned by Sycamore Commons, LLC)  
17 38655 Paseo Padre Parkway  
18 Fremont, CA 94536

19 Sycamore Square Apartments (owned by Adelaide Pines, LLC)  
20 36777 Sycamore Street  
21 Newark, CA 94560

22 The Village of Taxco Apartments (owned by Maas Taxco, LLC)  
23 1324 South Winchester Boulevard  
24 San Jose, CA 95128

25 Tyrella Arms Apartments (owned by 284 Tyrella, LLC)  
26 284 Tyrella Avenue  
27 Mountain View, CA 94043

28 Washington Townhomes (owned by Washington Townhomes, LLC)  
15700 Washington Avenue  
San Lorenzo, CA 94580

Wellsbury Apartments (owned by Windy Hill PV Three LP)  
3085 Middlefield Road  
Palo Alto, CA 94306

Whitman Villa Townhomes (owned by Whitman, LLC)  
25455 Whitman Street  
Hayward, CA 94544

16. As identified above, and for the time frames indicated, each Defendant is and was a  
“business establishment” under the Unruh Act (Civ. Code, § 51) and an “owner” of “housing  
accommodations” and/or a “person” under the FEHA (Gov. Code, §§ 12925, subd. (d); 12927, subds.  
(d), (e)).

### III. PROCEDURAL HISTORY

1  
2 17. CRD's Complaint alleges that Defendants, through Defendant Vasona, implemented two  
3 facially discriminatory rules (the "Rules") at their respective Properties in violation of the FEHA and  
4 Unruh Act by requiring parents to closely supervise children under the age of 14 in all common areas  
5 and prohibiting outdoor play activities in all common areas such as, among other things, bike riding,  
6 skateboarding, rollerblading, and ball play.

7 18. In 2017, Project Sentinel, a non-profit fair housing organization, filed an administrative  
8 complaint with CRD against Northgate Savoy Apartments. In response, Defendants Vasona and  
9 Northgate Savory denied the allegations.

10 19. In 2018, the Director of the CRD filed DFEH Administrative Case No. 201804-  
11 01845709, an administrative complaint (the "Administrative Complaint") for group or class relief on  
12 behalf of all persons subjected to the Rules. The Director's administrative complaint was amended in  
13 2019 to name all of the Properties. CRD completed its investigation into alleged violations of FEHA  
14 and Unruh Act by Defendants and issued pertinent findings. Thereafter, in compliance with  
15 Government Code sections 12965 and 12981, certain of the Parties participated in a mandatory dispute  
16 resolution in the CRD's internal dispute resolution division in an effort to resolve the dispute without  
17 litigation.

18 20. Thereafter, CRD and certain Defendants executed a series of tolling agreements to extend  
19 the time to file a civil action related to the subject matter of CRD's administrative complaint while CRD  
20 investigated the allegations and the Parties engaged in settlement negotiations. The most recent tolling  
21 agreement extended the time to file a civil action consistent with Emergency Rule 9 adopted by the  
22 Judicial Council of California, which tolled the statute of limitations beyond the date that CRD filed its  
23 Complaint herein. On October 16, 2020, CRD filed the civil Complaint herein, thereby ending the  
24 administrative proceedings/investigative phase and commencing this civil action. As filed, CRD's  
25 Complaint sought relief on behalf of the state and the group or class of tenants with children under 18  
26 who were subjected to the Rules during their tenancy at Defendants' properties during the operative  
27 period.

28 21. Plaintiff Intervenors filed their Complaint in Intervention on July 30, 2021. (The

1 aforementioned Administrative Complaint, civil Complaint, and Complaint in Intervention are referred  
2 to collectively herein as “the Action”.)

3 **IV. THIS DECREE’S PURPOSES**

4 22. The purposes of the Parties in entering into this Decree are the following:

- 5 a. to resolve all pending claims in the Complaints according to the terms in this  
6 Decree;
- 7 b. to ensure that Defendants comply with California law prohibiting familial status  
8 discrimination, including the FEHA and the Unruh Act;
- 9 c. to deter and prevent California residential rental housing owners and managers  
10 from engaging in the practices alleged in the Complaints to have violated FEHA  
11 or Unruh Act;
- 12 d. to provide relief to Plaintiff Intervenors, including their attorneys’ fees and costs;  
13 and
- 14 e. to provide CRD’s attorney fees and costs pursuant to Government Code sections  
15 12965(b) and 12989.2.

16 **V. SCOPE AND DURATION OF JURISDICTION**

17 23. The Parties submit to the jurisdiction of the Court over the Parties, the subject matter of  
18 the Complaint, and the administration and enforcement of this Decree.

19 24. This Decree shall become effective immediately upon the date that it is entered by the  
20 Court (“Effective Date”).

21 25. This Decree shall remain in effect for five (5) years after the Effective Date. The  
22 Complaint shall not be dismissed during this Decree’s term. Absent extension, at the end of the 5-year  
23 term this Decree shall expire on its own and the Complaint may be dismissed without further action by  
24 the Parties (“Expiration Date”).

25 26. This Decree, however, shall not expire while any motion or other proceeding to enforce it  
26 is pending before the Court. CRD reserves its right to move the Court to extend the Decree’s term as to  
27 a specific Defendant or group of Defendants if that Defendant or group of Defendants fails to comply  
28

1 with it.

2 27. The Court shall retain jurisdiction over this action until this Decree expires and shall have  
3 all available powers to enforce and implement this Decree, or to enter such further orders or  
4 modifications as may be necessary or appropriate to effectuate the purposes of this Decree.

5 **VI. RELEASES**

6 28. In consideration for the monetary and injunctive relief provided in this Decree and upon  
7 the payment made for the establishment of the compensation fund account pursuant to Section VIII,  
8 CRD releases Defendants from the claims asserted in this Action that the Rules discriminated on the  
9 basis of familial status. CRD also recognizes that CRD's civil Complaint, filed on October 16, 2020,  
10 ended the administrative/investigative portion of CRD Administrative Case No. 201804-01845709 and  
11 administrative proceedings are no longer pending. Thus, any tolling of the statute of limitations under  
12 Government Code §12989.1 ceased at the filing of this civil Complaint with regard to any potential  
13 claims against Defendants relating to the discriminatory housing practices alleged in this case.

14 29. In consideration for the monetary and injunctive relief provided in this Decree, the  
15 Plaintiff-Intervenors fully and finally release each of the Defendants from all claims asserted in this  
16 Action and CRD Administrative Case No. 874504-284034 pursuant to the Releases attached hereto  
17 collectively as Exhibit C.

18 30. This Decree does not resolve any other administrative complaints of discrimination  
19 currently pending before CRD or any other complaints that might be filed in the future which thereby  
20 are not covered in this Decree and CRD reserves all rights to proceed regarding matters not covered in  
21 this Decree.

22 31. All current or former tenants who lived at the Properties listed below between April 13,  
23 2016 and July 1, 2019 with a child who was under the age of 18 during the aforementioned time frame.  
24 ("Group/Class Members") are persons eligible to receive relief under this Decree and shall be required  
25 to affirmatively release any individual claims against any or all Defendants arising before the date of the  
26 releases under the FEHA or Unruh Act that relate to the alleged discriminatory housing practices alleged  
27 in the CRD's Complaint in order to receive monetary relief as determined and directed by CRD under  
28

1 this Decree. A proposed release is attached as Exhibit B to this Decree.

2 **VII. AFFIRMATIVE RELIEF**

3 32. Each Defendant is enjoined from engaging in any discrimination on the basis of familial  
4 status in the sale, rental, or lease of housing accommodations in violation of the FEHA or Unruh Act,  
5 including familial status discrimination in violation of Government Code sections 12955 and 12955.7,  
6 and Civil Code section 51.

7 33. Each Defendant is enjoined from publishing, applying, or enforcing any rules, policies, or  
8 guidelines—whether including them as terms or conditions of lease agreements or community rules or  
9 including them in any other requirements or guidelines for residents’ conduct—at any residential real  
10 estate property that each Defendant owns or manages in California—that include: (a) requirements that  
11 *parents* or a *responsible adult* supervise *their* children in *all* common areas; or (b) prohibitions on *all*  
12 sports or outdoor play activities in *all* common areas regardless of an activity’s specific impacts on  
13 specific health or safety issues in a specific common area.

14 34. Each Defendant shall include the fair housing logo or tagline “Equal Opportunity  
15 Housing Provider” in any advertisements or online posts for rental units, rental applications, brochures  
16 or other promotional documents that said Defendant provides to prospective tenants and leases.

17 35. Within 30 days after the Effective Date, Vasona shall send to CRD written copies, for  
18 CRD to review and approve, any community or tenant rules, policies, or guidelines that involve  
19 supervision of children or residents’ outdoor sport or play activities at any residential real estate property  
20 that Vasona owns or manages in California. During the term of this Consent Decree, Vasona shall  
21 provide CRD with written copies of any proposed revisions to any subsequent revisions of these rules,  
22 policies, or guidelines for CRD to review and approve at least 30 days before Vasona publishes, applies,  
23 or enforces them. During the term of this Consent Decree, Vasona shall provide a copy of each notice  
24 posted at each of the swimming pools it manages regarding the applicable rules and each notice posted  
25 regarding use the of community areas, as well as any amendments to the rules at least 30 days before the  
26 amended rules are published. No changes to the rules may be applied or enforced prior to submitting the  
27 rules to CRD for review and comment.



1           36.     Within 10 days after the Effective Date, Vasona shall make copies of this Decree  
2 available to their tenants in any offices that Vasona maintains at any Property it manages, including by  
3 posting paper copies in each office and making additional paper copies available at each office, and  
4 having the manager provide additional copies to tenants as requested, and posting electronic copies on  
5 any websites on which Vasona gives tenants access to electronic copies of leases, rules, or other  
6 documents regarding the properties under its management. Vasona shall continue to post and make  
7 available copies of this Decree for one year after its Effective Date.

8           37.     During this Decree’s term, Defendants are enjoined from engaging in, implementing, or  
9 permitting any action, policy, or practice that unlawfully retaliates against any person because they have  
10 in the past or during this Decree’s term: (a) opposed any practice made unlawful by the FEHA or Unruh  
11 Act; (b) filed a housing discrimination complaint with CRD, the United States Department of Housing,  
12 or a court; (c) testified or participated in any manner in any investigation or proceeding in connection  
13 with this case or relating to any claim of a FEHA or Unruh Act violation; (d) been identified as a  
14 possible witness or tenant with children in this case; (e) asserted any rights under this Decree; or (f)  
15 sought and/or received any relief under this Decree.

16           38.     During this Decree’s term, Defendants are enjoined from violating Government Code  
17 section 12955.7, which states: “It shall be unlawful to coerce, intimidate, threaten, or interfere with any  
18 person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on  
19 account of that person having aided or encouraged any other person in the exercise or enjoyment of, any  
20 right granted or protected by Section 12955 or 12955.1” of the Government Code.

21           39.     During this Decree’s term, Vasona shall preserve and maintain as accessible to CRD all  
22 rental records, including applications, reference checks, rental agreements, written communications with  
23 applicants and tenants, email, move-out notices, and eviction documents (collectively “Rental Records”)  
24 for not less than 5 years after the records were or are originated.

25           40.     The Rental Records to be maintained by Vasona shall include any reports of  
26 discrimination received by Vasona under the Policy relating to Vasona’s community or tenant rules,  
27 policies, or guidelines that involve supervision of children or residents’ outdoor sport or play activities at  
28 any residential real estate property that Vasona owns or manages in California and any Rental Records

1 relating to statements or actions taken by Vasona in response thereto.

2 41. Within 30 days after the Effective Date, Vasona shall, at its own cost, distribute the  
3 English and Spanish language brochures “Fair Housing: You are Protected Under California Law”  
4 (CRD-H03B-ENG and CRD-HO3B-SP) to all tenants at any residential rental property owned or  
5 operated by Vasona in California.

6 42. Within 30 days after the Effective Date, Vasona shall, at its own cost, post the “Fair  
7 Housing is the Law” poster (CRD-H01P-ENG) in conspicuous locations at any residential rental  
8 property owned or operated by Vasona in California. Vasona shall continue to keep these posters in  
9 these conspicuous locations until this Decree’s term ends.

10 43. Within 90 days after the Effective Date, Vasona shall, at its own cost, develop,  
11 implement, and distribute to all of Vasona’s employees and tenants a written policy on the eradication  
12 and prevention of retaliation and discrimination on the basis of familial status and all other classes  
13 protected by the FEHA or Unruh Act, including association with the same classes or having engaged in  
14 FEHA or Unruh-Act-protected activity (the “Policy”). Vasona shall provide a copy of the written policy  
15 to CRD for its approval no later than 30 days before its distribution.

16 44. Within 90 days after the Effective Date, Vasona shall, at its own cost, develop,  
17 implement, and distribute specific written procedures by which employees, tenants, or housing  
18 applicants may report incidents of discrimination. These written procedures shall be included in the  
19 Policy that Vasona is required to distribute in the last paragraph.

20 45. Within 90 days after the Effective Date and thereafter until this Decree’s term ends,  
21 Vasona shall, at its own cost, inform new housing applicants and new tenants of the Policy by giving  
22 them a written copy of it when they apply for or enter into a rental or lease agreement.

23 46. Within 90 days after the Effective Date and annually thereafter until this Decree’s term  
24 ends Vasona shall, at its own cost, make a written copy of the Policy available to its tenants. Vasona  
25 shall redistribute the Policy within 30 days of any revisions to the Policy.

26 47. Within 90 days after the Effective Date, Vasona shall, at its own cost, provide and pay for  
27 a minimum of four hours of fair housing training to any person involved in managing or renting  
28 dwellings at any residential rental property owned or operated by Vasona in California or provide proof

1 that such training has already occurred within the same calendar year as the Effective Date. Vasona  
2 shall, at its own cost, continue to provide at least four hours of fair housing training in each subsequent  
3 year of this Decree's term to any person involved in managing or renting dwellings at any residential  
4 rental property owned or operated by Vasona in California.

5 48. Within 120 days after the Effective Date, Vasona shall provide a written report to CRD of  
6 its compliance with all Decree requirements for this time period. The report shall include a copy of the  
7 Policy, pictures showing where CRD posters have been posted, certifications of completion of fair  
8 housing training, and verification of compliance with any of this Decree's requirements that fall within  
9 this report's deadline.

10 49. After the first year of this Decree, on each anniversary of this Decree, and 30 days before  
11 its expiration, Vasona shall provide a detailed written report to CRD confirming Vasona's compliance  
12 with this Decree's requirements since the last anniversary date. The reports shall include timely  
13 information about Defendants' compliance with this Decree's claims administration process and shall  
14 document all complaints received by Vasona under the Policy in relation to Vasona's community or  
15 tenant rules, policies, or guidelines that involve supervision of children or residents' outdoor sport or  
16 play activities at any residential real estate property that Vasona owns or manages in California during  
17 the prior year, and Vasona's responses to and investigations of any reports that Vasona received alleging  
18 familial status discrimination in relation to Vasona's community or tenant rules, policies, or guidelines  
19 that involve supervision of children or residents' outdoor sport or play activities at any residential real  
20 estate property that Vasona owns or manages in California during the prior year.

21 50. After the first year of the entry of the Proposed Consent Decree, the Property Owner  
22 Defendants, excluding 284 Tyrella LLC, shall, with respect to Properties owned by entities controlled in  
23 whole or in part by Terry Maas or Ryan Maas as of the Effective Date, provide a written statement to  
24 CRD on each anniversary of the entry of this Decree and 30 days before its expiration. In the statement,  
25 Property Owner Defendants shall attest that the Property Owner Defendants have complied with the  
26 obligations set forth in Paragraphs 32-34, 37 and 38 of this Decree.

1 **VIII. MONETARY DAMAGES AND CLAIMS ADMINISTRATION**

2 51. Damages for Parties and Group/Class Members. Vasona, through its insurers, agrees to  
3 pay a total sum of \$3,000,000 to the Parties and Group/Class Members. Payments to Group/Class  
4 Members shall be designated solely as compensatory damages. Payments shall be made through the  
5 process described below.

6 52. No set-offs. Defendants shall not be entitled to any set-off, or any other reduction, of any  
7 payment to any Party or Group/Class Member, resulting from unpaid debts or otherwise. No tax  
8 deductions shall be made from the sum for the Group/Class Members.

9 53. Establishment of Compensation Fund Account. Within 10 days after the Effective Date,  
10 Vasona, through its insurers, shall deposit the sum of \$ 3,000,000.00 in an interest-bearing qualified  
11 settlement account for Parties and Group/Class Members (“Compensation Fund”). This account shall be  
12 established, maintained, and administered by the Third-Party Claims Administrator (“Administrator”),  
13 and shall be identified on payment checks using the short-hand title “Vasona Consent Decree.” Title to  
14 this account shall be in the name of “Vasona Property Management, Inc. for the benefit of eligible  
15 aggrieved persons by Order of the Court in Civil Action No. RG20078727.” The initial deposit, and all  
16 interest accrued on that amount, shall make up the Compensation Fund and be available for payments to  
17 Parties and Group/Class Members under this Decree. The costs of administering the Compensation  
18 Fund, including costs associated with establishing the account, maintaining it, issuing Notice Packets  
19 and payments, shall be payable from the Compensation Fund Account.

20 54. Retention of Administrator. Within 30 days after the Effective Date (“Retention Date”),  
21 Vasona shall retain an Administrator approved by CRD to conduct the duties described below for  
22 administering the Compensation Fund. Vasona shall: (a) obtain the CRD’s approval of the  
23 Administrator’s contract before to its execution; and (b) work cooperatively with the Administrator and  
24 CRD to expeditiously complete the claims process. All costs associated with the claims process,  
25 including, but not limited to, the Administrator’s fees, costs, and expenses shall be paid from the  
26 Compensation Fund. The Administrator shall not be an agent or employee of Defendants or CRD.

27 55. Administrator’s Contract. Vasona’s contract with the Administrator shall require that the  
28 Administrator comply with the provisions of this Decree, as applicable to the Administrator, and with all

1 confidentiality and privacy restrictions applicable to the Parties in this matter, including the Information  
2 Practices Act, Civil Code section 1798 *et seq.* The Administrator's contract shall also require the  
3 Administrator to work cooperatively with CRD in the conducting of the Administrator's activities,  
4 including reporting regularly to CRD, providing all requested information to CRD, and providing a  
5 monthly report regarding expenses, fees, or costs paid to Administrator. All information and data  
6 provided to the Administrator under this Decree shall be used by the Administrator only for the purposes  
7 of implementing this Decree.

8         56.     CRD Access to Compensation Fund Account Information. The Administrator shall  
9 submit written verification to CRD that the Compensation Fund has been deposited in the Account  
10 within 2 days after the deposit. The Administrator shall include copies of account statements in its  
11 written reports to CRD. Copies of account statements shall also be provided to CRD within 7 days of it  
12 making a written request for any copies to the Administrator. The Administrator's contract shall require  
13 that the Administrator also provide CRD access to and copies of any documents that the Administrator  
14 creates or exchanges with Vasona or any of the other Defendants under this Decree.

15         57.     Group/Class Member Compensation. To facilitate the negotiated settlement of CRD's  
16 claims and to expeditiously provide relief to aggrieved persons that CRD has alleged were affected by  
17 the Rules, the Parties have agreed that CRD shall have full and complete discretion under the terms of  
18 this Decree to determine who is a Group/Class Member eligible for payment from the Compensation  
19 Fund. Except where CRD determines otherwise, each Group/Class Member will receive an equal share  
20 of the total settlement fund in the first payment and a proportionate share of the remaining total  
21 settlement funds if a subsequent payment(s) is made by the Administrator. CRD may modify the  
22 allocation if necessary to serve the objectives of FEHA and this Decree.

23         58.     Damages for Plaintiff Intervenor Project Sentinel. Within 15 days after being retained,  
24 the Administrator shall deliver a check from the Compensation Fund for \$72,000 to Project Sentinel in  
25 settlement of its claims for damages for frustration of its mission and diversion of its resources provided  
26 that Project Sentinel first provides the Administrator with a W-9. Project Sentinel shall not receive any  
27 additional compensation beyond the amount specified in this paragraph from the Compensation Fund.

28         59.     Damages for Plaintiff Intervenor Charlie Blest and J.B., a minor represented by his father

1 and guardian ad litem. Within 15 days after being retained, the Administrator shall deliver a check from  
2 the Compensation Fund for \$30,000 to the client trust account designated by Charlie Blest and J.B.'s  
3 counsel of record in settlement of his claims provided that Plaintiff-Intervenor's counsel first provides  
4 the Administrator with a W-9. Charlie Blest and J.B shall not receive any additional compensation  
5 beyond the amount specified in this paragraph from the Compensation Fund.

6 60. Damages for Plaintiff Intervenor David Hammerbeck. Within 15 days after being  
7 retained, the Administrator shall deliver a check from the Compensation Fund for \$18,000 to the client  
8 trust account designated by David Hammerbeck's counsel of record in settlement of his claims provided  
9 that Plaintiff-Intervenor's counsel first provides Vasona with a W-9. David Hammerbeck shall not  
10 receive any additional compensation beyond the amount specified in this paragraph from the  
11 Compensation Fund.

12 61. Administrator's Duties. The Administrator's duties shall include:

- 13 a. locating contact information of Group/Class Members independently and with  
14 Defendants' assistance;
- 15 b. communicating with potential or actual Group/Class Members, including having the  
16 authority under this Decree to contact potential and actual Group/Class Members by  
17 mail, email, text messages, and telephone calls;
- 18 c. distributing documents to potential and actual Group/Class Members;
- 19 d. tracking the return of releases and other documents;
- 20 e. tracing potential and actual Group/Class Members, including, among other times,  
21 when mailings are returned as undeliverable, when checks are not cashed or  
22 deposited, or when it facilitates finding accurate contact information;
- 23 f. reviewing documents provided by CRD, Defendants, and Group/Class Members;
- 24 g. compiling a list of Group/Class Members pursuant to the criteria set forth in this  
25 Decree and CRD's instructions;
- 26 h. distributing payments for damages to Group/Class Members under the terms of the  
27 Decree;
- 28 i. reporting to CRD and Vasona on the distribution process;

- 1 j. verifying fund balances;
- 2 k. filing tax returns as required by law;
- 3 l. establishing and maintaining an accessible website providing information about the
- 4 Decree and its claims process, including posting a copy of the Decree that
- 5 Group/Class Members can access;
- 6 m. establishing cost-free means for potential and actual Group/Class Members to
- 7 contact it, including through both email and a toll-free phone number (and
- 8 accompanying TTY text telephone number); and
- 9 n. such other duties that are reasonably necessary to carry out the Administrator's
- 10 contract and this Decree's provisions and purposes.

11 62. Notice

12 a. Notice Packet

13 No later than 10 calendar days after the Retention Date and pursuant to Paragraph 66,

14 Identification of Group/Class Member, Defendants will provide the Administrator with a list of every

15 tenant who lived at any of the Properties, listed in paragraph 15, from April 13, 2016 to July 1, 2019

16 who was known to have children living with them who were under the age of 18 during the

17 aforementioned time frame. Within 40 calendar days the Retention Date, the Administrator will mail

18 each Group/Class Member a Notice Packet, in a manner set forth in the following paragraphs,

19 containing the Notice (attached hereto as Exhibit A) and the Information Verification and Release

20 (attached hereto as Exhibit B), along with a return envelope with prepaid postage. The Administrator

21 shall also send a Notice Packet to each Group/Class Member by email to their last known electronic

22 mail address (if any).

23 b. Web Portal for Group/Class Members

24 The Administrator shall also set up a dedicated web portal for dissemination and receipt of

25 information to and from Group/Class Members. Thirty days after the initial mailing of the Notice Packet

26 and 70 days after the Retention Date, the Administrator will send a Reminder Postcard directing the

27 Group/Class Members to the dedicated web portal to each Group/Class Member.

28 c. Response Deadline

1 Group/Class Members shall have one year after the post-marked or email time stamp date  
2 (whichever is later) on any Notice Packets to submit a responsive Information Verification and Release  
3 to the Administrator by which they can affect their inclusion in the Settlement. Any notice submitted to  
4 the Administrator with a post-mark or email time stamp beyond the one-year deadline shall be deemed  
5 untimely and ineffective.

6 d. Undeliverable Notice Packets

7 The Administrator shall trace through search databases all Group/Class Members for whom the  
8 mail, email or message was returned undelivered. All Group/Class Members who are thus located shall  
9 be sent a Notice Packet. Any Notice Packet returned to the Administrator as non-delivered on or before  
10 the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding  
11 address is provided, the Administrator shall promptly attempt to determine a correct address by the use  
12 of skip-tracing, or other type of automated search, using the name, address and/or Social Security  
13 number of the Group/Class Member involved, and shall then perform a re-mailing to the Group/Class  
14 Member whose Notice Packet was returned as non-delivered, assuming another mailing address is  
15 identified by the Settlement Administrator. Group/Class Members who are sent a re-mailed Notice  
16 Packet shall have their Response Deadline extended by 180 days from the date the Administrator re-  
17 mails the Notice Packet. There shall be no obligation to re-mail a Notice Packet more than one time. If  
18 these procedures are followed, notice to Group/Class Members shall be deemed to have been fully  
19 satisfied

20 63. Issuance of Payment to Group/Class Members

21 Each Group/Class Member will receive an equal share of the total Settlement Fund in the first  
22 payment and a proportionate share of the remaining total settlement funds if a subsequent payment(s) is  
23 made by the Administrator. The Group/Class Member will be entitled to share in the Settlement Fund  
24 by timely returning an executed Information Verification and Release form (attached hereto as Exhibit  
25 B). If the Group/Class Member does not timely submit their Information Verification and Release form  
26 to the Administrator, the Group/Class Member's share will be re-allocated to the Compensation Fund  
27 and distributed to other Group/Class Members.

28 64. Dispute Resolution. If CRD has reason to believe that the Administrator is not



1 complying with this Decree CRD will confer with the Administrator, Vasona, or both, for the purpose of  
2 obtaining the Administrator's compliance. If CRD concludes that it cannot obtain the Administrator's  
3 compliance with the Decree, it may seek to enforce the Administrator's compliance and/or require  
4 Vasona to obtain a replacement Administrator by presenting the matter to this Court.

5         65.     Establishment of Standards. Subject to the terms of this Decree, the Administrator shall,  
6 in consultation with CRD and subject to CRD's approval, propose and implement standards and  
7 processes to, among other things: (1) send Notice Packets to the Group/Class Members; (2) collect and  
8 maintain the Information Verifications and Releases; (3) distribute payments to Group/Class Members;  
9 (5) set deadlines for all required processes, including deadlines for delivering and responding to notices  
10 and delivering and cashing or depositing claims payment checks; and (6) address any other  
11 considerations associated with making and tracking payments to Group/Class Members. The claims  
12 process shall include providing Notice Packets in English, Spanish, and/or other any such additional  
13 language(s) the Administrator deems necessary, in consultation with Vasona and CRD, in particular  
14 circumstances to members of each Group/Class Member so that such Group/Class Member can read and  
15 understand the Notice Packet.

16         66.     Identification of Group/Class Members. Within forty (40) days of the Effective Date,  
17 Vasona shall provide the CRD and the Administrator, to the extent available (a) the identity of each  
18 tenant who lived at one of Defendants' properties from April 13, 2016 to July 1, 2019 and who were  
19 known to live with children under the age of 18 during the aforementioned timeframe; (b) the last  
20 known contact information for these Group/Class Members, including any mailing addresses, permanent  
21 addresses, phone numbers, and email addresses, and (c) any other information that Defendants believe  
22 may facilitate the Administrator in locating, contacting, and making payments to those Group/Class  
23 Members designated as Group/Class Member including birth years, or taxpayer identification numbers  
24 for particular individuals if known to Defendants.

25         67.     Locating Group/Class Members. The Administrator will utilize all reasonable methods  
26 routinely used by companies that administer litigation and government compensation funds to locate  
27 each Group/Class Member. When any document mailed to a Group/Class Member is returned to the  
28 Administrator as undeliverable, the Administrator shall conduct a trace and search for additional contact

1 information using reasonably available methods and technology. Within fifteen (15) days of receiving a  
2 returned document as undeliverable, the Administrator shall resend the Notice Packet by first class,  
3 postage-prepaid U.S. mail to all additional addresses generated for the individual from the  
4 Administrator's database search, and also attempt to contact the individual by phone, text message, and  
5 electronic mail if possible.

6         68.     Payment Deadlines. The Administrator shall establish deadlines, subject to CRD's  
7 approval, for making payments so that they are promptly sent within a reasonable amount of time after  
8 the date that the Administrator receives Group/Class Member's Information Verifications and Releases  
9 pursuant to paragraph 63. All payments shall be void if not cashed or deposited within 180 days after  
10 the date of issue.

11         69.     Distribution of Money Remaining in Compensation Fund. The Administrator shall issue  
12 more than one round of payments to Group/Class Members if money remains in the Compensation Fund  
13 after the first payment. Within 240 days after the date of issuance of the first payment, the  
14 Administrator shall provide notice to CRD regarding the remaining amount left in the Compensation  
15 Fund, including amount withheld for payment to the Administrator for their duties. Any money  
16 remaining in the Compensation Fund after one or more rounds of payments have been made because  
17 interest has accrued, payments were unclaimed or unable to be distributed, or other reasons, shall be  
18 redistributed to Group/Class Members who have already cashed or deposited payment checks within the  
19 Decree's deadlines.

20         70.     Claims Process Reporting. The Administrator's Contract shall require that at regular  
21 intervals during the claims process, but no less frequently than every sixty (60) days after the Retention  
22 Date, the Administrator shall send CRD a report, including information, as applicable, about: (1) the  
23 identification of Group/Class Member and their contact and other related information; (2) reasons why  
24 the Properties, if any, were found not to include Group/Class Members; (3) the proposed payment to be  
25 made to each Group/Class Member; (4) the progress of distributing or obtaining notices, releases, or  
26 payments, and (5) whether payments have been received, returned, cashed, or deposited. The  
27 Administrator's Contract shall also require that the Administrator notify CRD and Defendants on the  
28 day when all payments from the Compensation Fund required by this Decree have been sent. Within 10

1 days of a request by CRD, the Administrator shall provide any cancelled check issued to a Group/Class  
2 Member.

3 71. Taxes. Parties and Group/Class Members shall be solely responsible for paying any taxes  
4 they owe resulting from payments they receive under this Decree. Vasona shall be solely responsible  
5 for paying any applicable taxes, if any, owed by the Compensation Fund. Vasona shall prepare and  
6 distribute 1099 tax reporting forms to each Group/Class Member who receives payment from the  
7 Compensation Fund and shall make appropriate reports to the Internal Revenue Service and other tax  
8 authorities.

9 **IX. ATTORNEY FEES AND COSTS**

10 72. Plaintiff Intervenors. Within 15 days after being retained, the Administrator shall deliver  
11 a check from the Compensation Fund for \$120,000 to counsel of record for Plaintiff Intervenors in  
12 settlement of their claims for the attorney fees and costs incurred in this Action provided that Plaintiff  
13 Intervenor’s counsel first provides Vasona with a W-9.

14 73. CRD. Within 15 days after the Retention Date, the Administrator shall deliver a check  
15 from the Compensation Fund for \$ 112,440 to CRD in settlement of its claims for the attorney fees and  
16 costs that it had incurred in this action.

17 **X. ENFORCEMENT**

18 74. As requested by the Parties, the Court retains jurisdiction over the Parties to enforce this  
19 Decree.

20 75. If CRD has reason to believe that any Defendant has failed to comply with any provision  
21 of this Decree, CRD may file a motion in this Court to enforce this Decree. CRD agrees that before  
22 filing any motion, CRD will meet and confer with Defendants and provide a summary of Defendants’  
23 alleged non-compliance and a reasonable opportunity to cure before filing the motion. If Vasona has  
24 failed to timely comply with any of this Decree’s deposit or payment requirements CRD need not  
25 provide prior written notice of non-payment.

26 76. Failure by CRD to seek enforcement of this Decree with respect to any instance or  
27 provision shall not be construed as a waiver of enforcement regarding other instances or provisions.  
28

1 77. Any documents that Defendants create as required by this Decree or records that this  
2 Decree requires Defendants to maintain—including, but not limited to, Vasona’s reports to CRD—and  
3 any documents that the Administrator creates, obtains, or exchanges with Defendants under this Decree,  
4 shall be admissible as evidence in any motion or proceeding to enforce this Decree.

5 78. Consistent with Government Code sections 12965, subdivision (c) and 12989.2, the  
6 Court, in its discretion, may award the CRD reasonable attorney fees and costs for work performed as a  
7 prevailing party on any motion or other proceeding to enforce, interpret, or defend this Decree or to  
8 resolve disputes arising under it. Defendants shall be entitled to reasonable attorney fees and costs if the  
9 Court determines that any work performed by the CRD as a prevailing party on any motion or other  
10 proceeding to enforce, interpret, or defend this Decree or to resolve disputes arising under it was  
11 frivolous, unreasonable, or groundless when brought, or that the CRD continued to litigate after it  
12 clearly became so.

13 **XI. GENERAL PROVISIONS**

14 79. Notification. All documents, payments, and communications required to be sent to one  
15 or more Parties under this Decree shall be sent to the following individuals by both U.S. mail and, where  
16 practicable, e-mail, but if email is not practicable then an overnight mail service with tracking shall be  
17 used:

- 18
- 19 a. For CRD:  
20 California Civil Rights Department, formerly Department of Fair Employment and  
21 Housing  
22 Legal Division  
23 Attention: Rumduol Vuong, Assistant Chief Counsel  
24 2218 Kausen Drive, Ste. 100  
25 Elk Grove, CA 95758  
26 Email: rumduol.vuong@dfeh.ca.gov
  - 27 b. For Project Sentinel:  
28 1490 El Camino Real  
Santa Clara, CA 95050  
Email: cconn@housing.org
  - c. For Defendants:  
Denis F. Shanagher  
Duane Morris LLP  
One Market Plaza, Ste. 2200  
San Francisco, CA 94105

1 Email: [DFShanagher@duanemorris.com](mailto:DFShanagher@duanemorris.com)

2 For Defendants Adelaide Pines LLC; Adobe Lake LLC; Amador Concord LLC; Blossom  
3 Village LLC; Catalina Crest LLC; Catcrest LLC; Concord Props; Marina Breeze LLC;  
4 Maas Crestview Limited Partners; Paseo Hayward LLC; Redwood Plaza LLC; Sycamore  
5 Commons LLC; Vasona Management, Inc.; Walnut Creek Properties LLC; Whitman  
6 LLC; 284 Tyrella, LLC; Washington Townhomes, LLC; and Windy Hill Property  
7 Ventures, LLC

8 Mollie M. Burks  
9 Gordon Rees Scully Mansukhani, LLP  
10 275 Battery Street, Suite 2000  
11 San Francisco, CA 94111  
12 Email: [MBurks@grsm.com](mailto:MBurks@grsm.com)

13 For Defendants Vasona Management, Inc.

14 Lauren Kramer Sujeeth  
15 Sharon Ongerth Rossi  
16 Rogers Joseph O'Donnell  
17 311 California Street, 10<sup>th</sup> Fl.  
18 San Francisco, CA 94104  
19 Email: [srossi@rjo.com](mailto:srossi@rjo.com)

20 For Defendants Northgate LLC, 133 North Temple, LLC, Brookvale Chateau, LLC,  
21 Carmel House, LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG  
22 Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC,  
23 Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse,  
24 LLC:

25 80. Binding. This Decree shall be binding on all Parties, including each Defendant's  
26 principals, agents, executors, administrators, representatives, employees, successors in interest,  
27 beneficiaries, assigns, and legal representatives.

28 81. No Costs Passed on to Tenants. No former, current, or future tenant of Defendants shall  
be assessed higher rents or any other charges based on any costs that any Defendant has incurred or will  
incur in this action, including attorney fees, payments required by this Decree, or other costs and fees  
incurred in complying with this Decree.

82. Interest on Late Payments. If Vasona fails to make deposits or payments in full by a  
deadline specified in this Decree, interest shall accrue at the rate of 10 percent per annum on the  
remaining amount still due.

83. Minors' Compromises. The Parties do not intend or anticipate that payments shall be  
made from the Compensation Fund to minors under this Decree. If, however, any payments are required

1 to be paid to minors from the Compensation Fund, the costs, including attorney fees, of implementing  
2 the payments and obtaining a Court's approval of the payments and any minor's release or compromise  
3 shall be paid from the Compensation Fund.

4 84. Modification. This Decree constitutes the entire agreement and commitments of the  
5 Parties with respect to the matters contained herein. Other than CRD and Defendants agreeing in  
6 writing to extend a deadline specified in this Decree, no waiver, modification, or amendment any of this  
7 Decree's provisions shall be effective unless made in writing, signed by an authorized representative of  
8 CRD and Defendants, and approved by the Court.

9 85. Voluntary Execution. The Parties acknowledge that they have read and fully understand  
10 all of the provisions of this Decree and that they have voluntarily agreed to it, without coercion, duress,  
11 or undue influence, and based on each Party's own judgment without reliance on any representations or  
12 promises made by other Parties other than those contained herein. The Parties represent and  
13 acknowledge that they have had an opportunity to be represented by legal counsel of their own choice  
14 throughout all of the settlement negotiations that preceded this Decree in connection with negotiating,  
15 preparing, and executing this Decree.

16 86. Authority. The signatories to this Decree confirm that they have the authority to bind the  
17 respective Parties identified below to the terms of this Decree.

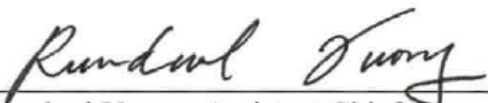
18 87. Counterparts and Duplicates. This Decree may be executed in counterparts, each of  
19 which shall be deemed an original, and which together shall constitute the Parties' single agreement.  
20 Facsimile, email, PDF, and photocopied signatures shall also be deemed original for all purposes.

21 **IT IS SO DECREED, ADJUDGED, AND ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2023.  
22  
23  
24

25 \_\_\_\_\_  
26 JUDGE for the Superior Court of Alameda County  
27  
28

1 The undersigned hereby apply for and consent to entree of this Decree:

2 For Department of Fair Employment and Housing:

3  
4 DATED: 2/3/2023  
5   
6 Rumduol Vuong, Assistant Chief Counsel  
7 California Civil Rights Department

8 For Project Sentinel:

9  
10 DATED: Feb 8, 2023  
11   
12 Carole Conn, Project Sentinel  
13 For Plaintiff Intervenor Project Sentinel

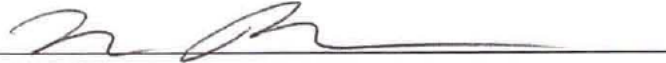
14 For Individual Plaintiff Intervenors:

15  
16 DATED: Feb 8, 2023  
17   
18 Charlie M Blest  
19 for Plaintiff Intervenors Charlie Blest and J.B.

20  
21 DATED: Feb 8, 2023  
22   
23 David Hammerbeck  
24 Plaintiff Intervenor David Hammerbeck

25 For all named Defendants:


26  
27 DATED: \_\_\_\_\_  
28 Terry Maas  
For Defendants Vasona Management, Inc. Adelaide Pines  
LLC; Adobe Lake LLC; Amador Concord LLC; Blossom  
Village LLC; Catalina Crest LLC; Catcrest LLC; Concord  
Props; Marina Breeze LLC; Maas Crestview Limited  
Partners; Paseo Hayward LLC; Redwood Plaza LLC;  
Sycamore Commons LLC; Walnut Creek Properties LLC;  
Whitman LLC; 284 Tyrella, LLC; Washington  
Townhomes, LLC; and Windy Hill Property Ventures,  
LLC

29  
30 DATED: Feb 9, 2023  
31   
32 Ryan Maas  
33 For Defendants Northgate LLC, 133 North Temple, LLC,  
34 Brookvale Chateau, LLC, Carmel House, LLC, Fremont

1 The undersigned hereby apply for and consent to entree of this Decree:

2 For Department of Fair Employment and Housing:

3  
4 DATED: 2/3/2023

  
\_\_\_\_\_  
Rumdul Vuong, Assistant Chief Counsel  
California Civil Rights Department

6 For Project Sentinel:

7  
8 DATED: \_\_\_\_\_

\_\_\_\_\_  
Carole Conn, Project Sentinel  
For Plaintiff Intervenor Project Sentinel

10 For Individual Plaintiff Intervenors:

11  
12 DATED: \_\_\_\_\_


\_\_\_\_\_  
Charlie Blest  
for Plaintiff Intervenors Charlie Blest and J.B.

14  
15 DATED: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Intervenor David Hammerbeck

17 For all named Defendants:

18  
19 DATED: \_\_\_\_\_

  
\_\_\_\_\_  
Terry Maas  
For Defendants Vasona Management, Inc. Adelaide Pines  
LLC; Adobe Lake LLC; Amador Concord LLC; Blossom  
Village LLC; Catalina Crest LLC; Catcrest LLC; Concord  
Props; Marina Breeze LLC; Maas Crestview Limited  
Partners; Paseo Hayward LLC; Redwood Plaza LLC;  
Sycamore Commons LLC; Walnut Creek Properties LLC;  
Whitman LLC; 284 Tyrella, LLC; Washington  
Townhomes, LLC; and Windy Hill Property Ventures,  
LLC

26 DATED: \_\_\_\_\_

\_\_\_\_\_  
Ryan Maas  
For Defendants Northgate LLC, 133 North Temple, LLC,  
Brookvale Chateau, LLC, Carmel House, LLC, Fremont



Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse, LLC

Approved as to form:

DATED: Feb 8, 2023

Liza Cristol-Deman  
Liza Cristol-Deman (Feb 8, 2023 11:02 PST)

Chris Brancart  
Liza Cristol-Deman  
Brancart & Brancart  
Counsel for Plaintiff Intervenors  
Project Sentinel, Charlie Blest, J.B., and David Hammerbeck

DATED: \_\_\_\_\_

Denise F. Shanagher  
Duane Morris LLP  
Counsel for Defendants Adelaide Pines LLC; Adobe Lake LLC; Amador Concord LLC; Blossom Village LLC; Catalina Crest LLC; Catcrest LLC; Concord Props; Marina Breeze LLC; Maas Crestview Limited Partners; Paseo Hayward LLC; Redwood Plaza LLC; Sycamore Commons LLC; Vasona Management, Inc.; Walnut Creek Properties LLC; Whitman LLC; 284 Tyrella, LLC; Washington Townhomes, LLC; and Windy Hill Property Ventures, LLC

DATED: \_\_\_\_\_

Mollie M. Burks  
Gordon Rees Scully Mansukhani, LLP  
Counsel for Defendant Vasona Management, Inc.

DATED: \_\_\_\_\_

Sharon Ongerth Rossi  
Rogers Joseph O'Donnell  
Counsel for Defendants Northgate LLC, 133 North Temple, LLC, Brookvale Chateau, LLC, Carmel House, LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse, LLC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

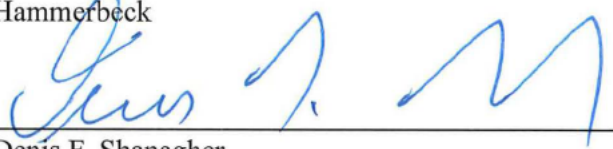
Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG  
Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo,  
LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission  
Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse,  
LLC

Approved as to form:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chris Brancart  
Liza Cristol-Deman  
Brancart & Brancart  
Counsel for Plaintiff Intervenors  
Project Sentinel, Charlie Blest, J.B., and David  
Hammerbeck

DATED: 2/9/2023

  
\_\_\_\_\_  
Denis F. Shanagher  
Duane Morris LLP

Counsel for Defendants Adelaide Pines LLC; Adobe Lake  
LLC; Amador Concord LLC; Blossom Village LLC;  
Catalina Crest LLC; Catcrest LLC; Concord Props; Marina  
Breeze LLC; Maas Crestview Limited Partners; Paseo  
Hayward LLC; Redwood Plaza LLC; Sycamore Commons  
LLC; Vasona Management, Inc.; Walnut Creek Properties  
LLC; Whitman LLC; 284 Tyrella, LLC; Washington  
Townhomes, LLC; and Windy Hill Property Ventures,  
LLC

DATED: \_\_\_\_\_

\_\_\_\_\_  
Mollie M. Burks  
Gordon Rees Scully Mansukhani, LLP  
Counsel for Defendant Vasona Management, Inc.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Sharon Ongerth Rossi  
Rogers Joseph O'Donnell  
Counsel for Defendants Northgate LLC, 133 North  
Temple, LLC, Brookvale Chateau, LLC, Carmel House,  
LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden  
Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts.,  
LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco,  
LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and  
The Penthouse, LLC

1 Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG  
2 Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo,  
3 LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission  
Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse,  
LLC

4 Approved as to form:


5 DATED: \_\_\_\_\_

6 \_\_\_\_\_  
7 Chris Brancart  
8 Liza Cristol-Deman  
9 Brancart & Brancart  
10 Counsel for Plaintiff Intervenors  
11 Project Sentinel, Charlie Blest, J.B., and David  
12 Hammerbeck

13 DATED: \_\_\_\_\_

14 \_\_\_\_\_  
15 Denis F. Shanagher  
16 Duane Morris LLP  
17 Counsel for Defendants Adelaide Pines LLC; Adobe Lake  
18 LLC; Amador Concord LLC; Blossom Village LLC;  
19 Catalina Crest LLC; Catcrest LLC; Concord Props; Marina  
20 Breeze LLC; Maas Crestview Limited Partners; Paseo  
21 Hayward LLC; Redwood Plaza LLC; Sycamore Commons  
22 LLC; Vasona Management, Inc.; Walnut Creek Properties  
23 LLC; Whitman LLC; 284 Tyrella, LLC; Washington  
24 Townhomes, LLC; and Windy Hill Property Ventures,  
25 LLC

26 DATED: February 10, 2023

27   
28 \_\_\_\_\_  
Mollie M. Burks  
Gordon Rees Scully Mansukhani, LLP  
Counsel for Defendant Vasona Management, Inc.

29 DATED: \_\_\_\_\_

30 \_\_\_\_\_  
31 Sharon Ongerth Rossi  
32 Rogers Joseph O'Donnell  
33 Counsel for Defendants Northgate LLC, 133 North  
34 Temple, LLC, Brookvale Chateau, LLC, Carmel House,  
35 LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden  
36 Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts.,  
37 LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco,  
38 LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and  
The Penthouse, LLC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse, LLC

Approved as to form:

DATED: Feb 8, 2023

Liza Cristol-Deman  
Liza Cristol-Deman (Feb 8, 2023 11:02 PST)

Chris Brancart  
Liza Cristol-Deman  
Brancart & Brancart  
Counsel for Plaintiff Intervenors  
Project Sentinel, Charlie Blest, J.B., and David Hammerbeck

DATED: \_\_\_\_\_

Denis F. Shanagher  
Duane Morris LLP  
Counsel for Defendants Adelaide Pines LLC; Adobe Lake LLC; Amador Concord LLC; Blossom Village LLC; Catalina Crest LLC; Catcrest LLC; Concord Props; Marina Breeze LLC; Maas Crestview Limited Partners; Paseo Hayward LLC; Redwood Plaza LLC; Sycamore Commons LLC; Vasona Management, Inc.; Walnut Creek Properties LLC; Whitman LLC; 284 Tyrella, LLC; Washington Townhomes, LLC; and Windy Hill Property Ventures, LLC

DATED: \_\_\_\_\_

Mollie M. Burks  
Gordon Rees Scully Mansukhani, LLP  
Counsel for Defendant Vasona Management, Inc.

DATED: 2/10/23



Sharon Ongerth Rossi  
Rogers Joseph O'Donnell  
Counsel for Defendants Northgate LLC, 133 North Temple, LLC, Brookvale Chateau, LLC, Carmel House, LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse, LLC

**Exhibit A**  
**NOTICE TO CURRENT AND FORMER TENANTS**  
*Department Fair Employment & Housing v. Vasona Management, Inc. et al.,*  
**California Superior Court, County of Alameda**  
**Case No. RG20078727**  
**MORE INFORMATION: [https://www.\\_\\_\\_\\_](https://www.____) [Administrator]**

**IMPORTANT PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE  
RELATES TO A GOVERNMENT CIVIL RIGHTS ENFORCEMENT ACTION AND  
CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

A state court has authorized this notice. This is not an advertisement or solicitation.

This notice is to inform you of a settlement of a lawsuit in the California Superior Court, County of Alameda, filed by CALIFORNIA CIVIL RIGHTS DEPARMTENT, formerly the DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, an agency of the State of California, against VASONA MANAGEMENT, INC. (“Vasona”) and the property owners of apartment buildings that Vasona managed for them listed below: NORTHGATE, LLC, 133 NORTH TEMPLE, LLC, 284 TYRELLA, LLC, ADELAIDE PINES, LLC, ADOBE LAKE, LLC, AMADOR CONCORD, LLC, BLOSSOM VILLAGE, LLC, BROOKVALE CHATEAU, LLC, CARMEL HOUSE, LLC, CATALINA CREST, LLC, CATCREST, LLC, CONCORD PROPS., LLC, FREMONT MANOR, LLC, GLEN OAKS, LLC, HIDDEN LAKE, LLC, LG CREEK APTS., LLC, LOGAN PARK BAY APTS., LLC, LORENZO, LLC, MAAS COMMONS, LLC, MAAS CRESTVIEW LIMITED PARTNERS, MAAS TAXCO, LLC, MARINA BREEZE, LLC, MISSION PARK GILROY, LLC, PACIFIC HOTELS, INC., PASEO HAYWARD, LLC, THE PENTHOUSE, LLC, REDWOOD PLAZA, LLC, SYCAMORE COMMONS, LLC, WALNUT CREEK PROPERTIES, LLC, WASHINGTON TOWNHOMES, LLC, AND WHITMAN, LLC (“collectively Property Owners”), through a Consent Decree (also known as a Stipulated Judgment). Vasona and Property Owners deny all allegations of discriminatory conduct or violations of law.

A copy of the Consent Decree may be accessed at the [https://www.\\_\\_\\_\\_](https://www.____) [Administrator].

**AM I AFFECTED?**

The settlement of the Government Enforcement Action covers current and former tenants who lived at the Properties listed below between April 13, 2016 and July 1, 2019 with a child who was under the age of 18 during the aforementioned time frame.

<b>Property Name</b>	<b>Property Address</b>
Adelaide Pines Apartments	1730 Adelaide Street, Concord, CA 94520
Adobe Lake Apartments	1500 Ellis Street, Concord, CA 94520
Amador Apartments	24660 Amador Street, Hayward, CA 94544
Amador Heights Apartments	1880 Laguna Street, Concord, CA 94520
Ashland Garden Apartments	16183 Ashland Avenue, San Lorenzo, CA 94580

Bancroft Towers Apartments	13475 Bancroft Avenue, San Leandro, CA 94578
Broadway Tower Apartments	1601 Broadway Street, Concord, CA 94520
Brookvale Chateau Apartments	36163 Fremont Boulevard, Fremont, CA 94536
Carmel House Apartments	1744 - 1756 Carmel Drive, Walnut Creek, CA 94596
Castilian Apartments	1236 Detroit Avenue, Concord, CA 94520
Catalina Crest Apartments	928, 1038 & 1046 Catalina Drive, Livermore, CA 94550
City Walk Apartments	1688 Clayton Road, Concord, CA 94520
Courtyard Apartments	24050 Silva Avenue, Hayward, CA 94545
El Gato Penthouse Apartments	20 East Main Street, Los Gatos, CA 95030
Fremont Manor Apartments	4291 Stevenson Boulevard, Fremont, CA 94538
Glen Eyrie Apartments	51 Glen Eyrie Avenue, San Jose, CA 95125
Glen Oaks Apartments	27475 Hesperian Boulevard, Hayward, CA 94545
Hidden Lake Apartments	3375 Homestead Road, Santa Clara, CA 95051
Laguna Ellis Apartments	1776 Laguna Street, Concord, CA 94520
Lakeshore Apartments	1530 Ellis Street, Concord, CA 94520
Lincoln Glen	4261 Stevenson Boulevard, Fremont, CA 94538
Logan Park Apartments	38200 Logan Drive, Fremont, CA 84536
Lorenzo Commons Apartments	16201 & 17155 Hesperian Boulevard, San Lorenzo, CA 94580
Los Gatos Creek Apartments	1029 Meridian Avenue, San Jose, CA 95125
Marina Breeze Apartments	13897 - 13931 Doolittle Drive, San Leandro, CA 94577
Mission Park Apartments	766 1st Street & 1931 Miller Avenue, Gilroy, CA 95020
North Main Apartments	2971 North Main Street, Walnut Creek, 94597
Northgate Savoy Apartments	34077 Paseo Padre Parkway, Fremont, CA 94555
Palace Apartment Homes	1731 Pine Street, Concord, CA 94920
Paseo Gardens Apartments	16929 Meekland Avenue, Hayward, CA 94541
Paseo Gardens Apartments	57 Paseo Grande, San Lorenzo, CA 94580
Redwood Plaza Apartments	38730 Lexington Street, Fremont, CA 94936
Redwood Valley Apartments	22281 Center Street, Castro Valley, CA 94546
Sequoyah I Apartments	1741 Detroit Avenue, Concord, CA 94520
Sequoyah II Apartments	1711 Detroit Ave, Concord, CA 94520
Serra Commons Apartments	1580 Southgate Ave, Daly City, CA 94015
Spring Valley Apartments	133 North Temple Drive, Milpitas, CA 95035
St. Moritz Apartments I	1501 Detroit Avenue, Concord, CA 94520
St. Moritz Apartments II	1531 Detroit Avenue, Concord, CA 94520
St. Moritz Garden Apartments	14744 Washington Avenue, San Leandro, CA 94578
Sycamore Commons Apartments	38655 Paseo Padre Parkway, Fremont, CA 94536
Sycamore Square Apartments	36777 Sycamore Street, Newark, CA 94560
The Village of Taxco Apartments	1324 South Winchester Boulevard, San Jose, CA 95128
Tyrella Arms Apartments	284 Tyrella Avenue, Mountain View, CA 94043
Washington Townhomes	15700 Washington Avenue, San Lorenzo, CA 94580
Wellsbury Apartments	3085 Middlefield Road, Palo Alto, CA 94306

## WHAT IS THIS NOTICE?

This Notice is to inform you of a settlement of a Government Enforcement Action and advises you of how you can participate in this settlement to receive payment.

The California Civil Rights Department (“CRD”), formerly the Department of Fair Employment and Housing (“DFEH”) brought the lawsuit on behalf of the State of California and current and former tenants who lived at the Properties listed above with a child under the age of 18 (“Group/Class Members”), against Vasona and the Property Owners. This lawsuit alleged familial status discrimination against Vasona and the Property Owners for requiring the following rules at the Properties listed above. The two rules quoted below are alleged to discriminate against families with children:

1. “Residents must be with guests at all times while using the pool or recreational facilities. No person under the age of fourteen (14) years shall be allowed in the pool/recreational area unless under the close parental supervision in a manner consistent with the rules and regulations. The recreational area includes, but is not limited to, the pool and its surrounding areas and all other common areas.”
2. “Sports activities including but not limited to bike riding, skateboarding, rollerblading, golf balls, basketballs, baseballs, footballs, soccer balls, Frisbees, etc[.] are prohibited on the premises at all times.

The settlement will resolve the lawsuit. According to Vasona’s records, you may be a Group/Class Member as defined in the Consent Decree.

## WHAT DOES THIS MEAN FOR YOU?

If you are determined to be a Group/Class Member, this settlement will provide you a monetary payment. This amount represents your share of the compensatory damages payment that Vasona and the Property Owners are making to resolve the Government Enforcement Action. The payment of damages for alleged emotional distress shall be reported on IRS Form 1099. The IRS1099 forms shall be provided to each respective Group/Class Member and applicable governmental authorities. Group/Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Consent Decree.

To get this benefit, you will need to release or agree to give up certain legal claims, and sign the enclosed Release form.

## WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Information Verification and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss the opportunity to receive money from Vasona and the Property Owners.

To be eligible for a payment, you must complete, sign, and return **both** of the following enclosed forms - (1) the “Release of Claims” (Release); and (2) Information Verification - to:

*[Name and address for return of forms or instructions/email for electronic submission]*

**DEADLINE: The forms must be postmarked by [INSERT specific date]**

You may receive a share of the settlement funds only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any of the settlement funds.**



**Exhibit B**

**Information Verification**

***Department Fair Employment & Housing v. Vasona Management, Inc. et al.,***  
**California Superior Court, County of Alameda**  
**Case No. RG20078727**

**MORE INFORMATION: [https://www.\\_\\_\\_\\_](https://www.____) [Administrator]**

To receive a settlement payment pursuant to the terms of the settlement between California Department of Fair Employment and Housing (“DFEH”) and Vasona Management, Inc. in the matter of *Department Fair Employment & Housing v. Vasona Management, Inc. et al.*, California Superior Court, County of Alameda Case No. RG20078727, you must carefully read, and then fully complete and sign this form and the Release form. You must then either mail this form and the Release form on or before \_\_\_\_\_, to the address below:

\_\_\_\_\_.

You may also email this Form to: \_\_\_\_\_.

Please fill-in the information below to participate in settlement of the Government Enforcement Action referenced above.

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone Numbers:

Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Please circle each property where you lived at any time on or after April 13, 2016.

<b>Property Name</b>	<b>Property Address</b>
Adelaide Pines Apartments	1730 Adelaide Street, Concord, CA 94520
Adobe Lake Apartments	1500 Ellis Street, Concord, CA 94520
Amador Apartments	24660 Amador Street, Hayward, CA 94544
Amador Heights Apartments	1880 Laguna Street, Concord, CA 94520
Ashland Garden Apartments	16183 Ashland Avenue, San Lorenzo, CA 94580
Bancroft Towers Apartments	13475 Bancroft Avenue, San Leandro, CA 94578
Broadway Tower Apartments	1601 Broadway Street, Concord, CA 94520
Brookvale Chateau Apartments	36163 Fremont Boulevard, Fremont, CA 94536
Carmel House Apartments	1744 - 1756 Carmel Drive, Walnut Creek, CA 94596

Castilian Apartments	1236 Detroit Avenue, Concord, CA 94520
Catalina Crest Apartments	928, 1038 & 1046 Catalina Drive, Livermore, CA 94550
City Walk Apartments	1688 Clayton Road, Concord, CA 94520
Courtyard Apartments	24050 Silva Avenue, Hayward, CA 94545
El Gato Penthouse Apartments	20 East Main Street, Los Gatos, CA 95030
Fremont Manor Apartments	4291 Stevenson Boulevard, Fremont, CA 94538
Glen Eyrie Apartments	51 Glen Eyrie Avenue, San Jose, CA 95125
Glen Oaks Apartments	27475 Hesperian Boulevard, Hayward, CA 94545
Hidden Lake Apartments	3375 Homestead Road, Santa Clara, CA 95051
Laguna Ellis Apartments	1776 Laguna Street, Concord, CA 94520
Lakeshore Apartments	1530 Ellis Street, Concord, CA 94520
Lincoln Glen	4261 Stevenson Boulevard, Fremont, CA 94538
Logan Park Apartments	38200 Logan Drive, Fremont, CA 84536
Lorenzo Commons Apartments	16201 & 17155 Hesperian Boulevard, San Lorenzo, CA 94580
Los Gatos Creek Apartments	1029 Meridian Avenue, San Jose, CA 95125
Marina Breeze Apartments	13897 - 13931 Doolittle Drive, San Leandro, CA 94577
Mission Park Apartments	766 1st Street & 1931 Miller Avenue, Gilroy, CA 95020
North Main Apartments	2971 North Main Street, Walnut Creek, 94597
Northgate Savoy Apartments	34077 Paseo Padre Parkway, Fremont, CA 94555
Palace Apartment Homes	1731 Pine Street, Concord, CA 94920
Paseo Gardens Apartments	16929 Meekland Avenue, Hayward, CA 94541
Paseo Gardens Apartments	57 Paseo Grande, San Lorenzo, CA 94580
Redwood Plaza Apartments	38730 Lexington Street, Fremont, CA 94936
Redwood Valley Apartments	22281 Center Street, Castro Valley, CA 94546
Sequoyah I Apartments	1741 Detroit Avenue, Concord, CA 94520
Sequoyah II Apartments	1711 Detroit Ave, Concord, CA 94520
Serra Commons Apartments	1580 Southgate Ave, Daly City, CA 94015
Spring Valley Apartments	133 North Temple Drive, Milpitas, CA 95035
St. Moritz Apartments I	1501 Detroit Avenue, Concord, CA 94520
St. Moritz Apartments II	1531 Detroit Avenue, Concord, CA 94520
St. Moritz Garden Apartments	14744 Washington Avenue, San Leandro, CA 94578
Sycamore Commons Apartments	38655 Paseo Padre Parkway, Fremont, CA 94536
Sycamore Square Apartments	36777 Sycamore Street, Newark, CA 94560
The Village of Taxco Apartments	1324 South Winchester Boulevard, San Jose, CA 95128
Tyrella Arms Apartments	284 Tyrella Avenue, Mountain View, CA 94043
Washington Townhomes	15700 Washington Avenue, San Lorenzo, CA 94580
Wellsbury Apartments	3085 Middlefield Road, Palo Alto, CA 94306
Whitman Villa Townhomes	25455 Whitman Street, Hayward, CA 94544

Please write the name and date of birth of each family member who lived with you at each of the properties you circled above:

Name	Year of Birth
1.	
2.	
3.	
4.	
5.	

Please write the dates you and your family members lived at each of the above properties you circled:

Property Name	Dates you and your child lived at the property
1.	
2.	
3.	

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADMINISTRATOR BY [INSERT DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THE CONSENT DECREE.**

I, \_\_\_\_\_, certify the above is true and correct.  
(Print name)

\_\_\_\_\_  
Signature Date

**RELEASE OF CLAIMS**

In consideration for acceptance of the relief offered to me by Vasona Management, Inc., Northgate, LLC, 133 North Temple, LLC, 284 Tyrella, LLC; Adelaide Pines, LLC, Adobe Lake, LLC, Amador Concord, LLC, Blossom Village, LLC, Brookvale Chateau, LLC, Carmel House, LLC, Catalina Crest, LLC, Catcrest, LLC, Concord Props., LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Maas Commons, LLC, Maas Crestview Limited Partners, Maas Taxco, LLC, Marina Breeze, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., Paseo Hayward LLC, The Penthouse, LLC, Redwood Plaza, LLC, Sycamore Commons, LLC, Walnut Creek Properties, LLC, Washington Townhomes, LLC, Whitman, LLC, Windy Hill P Three LP, Windy Hill Four MF, LLC (collectively, "Defendants") pursuant to a Consent Decree between Defendants and the California Civil Rights Department (CRD), formerly California Department of Fair Employment and Housing (DFEH), arising out of civil action RG20078727 (the "Consent Decree"):

I, \_\_\_\_\_ (print name), hereby release and forever discharge Defendants and their current, past, and future officers, directors, shareholders, employees, and agents, of and from the claims alleged by the CRD in the Alameda County Superior Court action *Department of Fair Employment and Housing v. Vasona Management, Inc. et al.*, Case Number RG20078727, including its claims under the Fair Employment and Housing Act (FEHA) and the Unruh Civil Rights Act for housing discrimination based on familial status, discrimination based on familial status in the provision of services by a business establishment, impermissible statement of preference, and policies with discriminatory effect based on familial status in connection with housing accommodation arising from April 13, 2016 through the date this Release is executed.

This Release constitutes the entire agreement between myself and Defendants with regard to the claims identified above, without exception or exclusion.

I acknowledge that a copy of the Consent Decree has been made available to me through the website maintained by the administrator ([https://www.\\_\\_\\_\\_\\_\[Administrator\]](https://www._____[Administrator])). By signing this Release, I acknowledge that I have been provided the opportunity to review the Consent Decree with an attorney of my choosing, and that I understand that I am solely responsible for paying any applicable federal, state and local taxes I owe as a result of receiving payment under this Consent Decree.

**I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF, AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Exhibit C**

**SETTLEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

This Settlement and General Release of All Claims (“Release”) is made and entered into by and between Plaintiff-Intervenors and Defendants, each of whom is identified below, in the action filed in the Superior Court of the State of California for Alameda County, entitled *Department of Fair Employment and Housing et al. v. Vasona Management, Inc. et al.*, Case No. RG20078727 (“the Action”).

Plaintiff-Intervenors consist of the following: Project Sentinel, David Hammerbeck, Charlie Blest, and J.B. a minor child by his guardian ad litem, Charlie Blest (collectively “Plaintiff-Intervenors”).

Defendants consist of the following: Vasona Property Management, Inc., (“Vasona”), Northgate, LLC, 133 North Temple, LLC, 284 Tyrella LLC, Adelaide Pines, LLC, Adobe Lake, LLC, Amador Concord, LLC, Blossom Village, LLC, Brookvale Chateau, LLC, Carmel House, LLC, Catalina Crest, LLC, Catcrest, LLC, Concord Props., LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts, LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons LLC, Maas Crestview Limited Partners, a California Limited Partnership, Maas Taxco, LLC, Marina Breeze, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., Paseo Hayward, LLC, The Penthouse, LLC, Redwood Plaza, LLC, Sycamore Commons, LLC, Walnut Creek Properties, LLC, Washington Townhomes, LLC, Whitman, LLC, Windy Hill PV Three LP, Windy Hill PV Four, MF, LLC, Windy Hill Property Ventures LLC, and their subsidiary or affiliated entities (“Property Owners”) (collectively “Defendants”).

Plaintiff-Intervenors and Defendants collectively shall be referred to herein as the “Parties”.

This Release is made between the Parties pursuant to the following terms and conditions:

**RECITALS**

A. This Release is submitted jointly by the Parties to resolve the claims in the Action, in which Plaintiff-Intervenors allege *inter alia* that Defendants engaged in discrimination based on familial status in violation of the Fair Employment and Housing Act (“FEHA”), Government Code section 12900 et. seq., and the Unruh Civil Rights Act, Civil Code section 51 et seq. (“Unruh Act”).

B. Defendants deny that there is any factual or legal basis for Plaintiff-Intervenors’ claims and denies that they subjected Plaintiff-Intervenors to any unlawful conduct.

C. Without admitting any wrongdoing, fault or liability of any kind, the Parties desire to fully and finally compromise, settle and release all claims arising out of the Action.

D. The Parties wish to memorialize the terms of their Release and to do so in this document. As part of this Release, the Parties incorporate the Consent Decree in the Action (to which this Release is an Exhibit) as if fully set forth herein.

E. The Parties acknowledge that they are entering into this Agreement voluntarily and after consultation with counsel of their choosing.

In consideration of the mutual promises and covenants contained herein, and in consideration of other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, each of them, covenant and agree as follows:

## **RELEASE**

### **Section 1. Consideration**

In consideration for the promises set forth in this Release, Plaintiff-Intervenors shall be entitled to receive from the Defendants, via the Administrator of the Consent Decree in the Action, the monetary sums set forth in the Consent Decree in the Action, which are set forth below, and that within seven (7) calendar days of each Plaintiff-Intervenors' receipt of those settlement sums each such Plaintiff-Intervenor shall file a dismissal with prejudice of their claims in the Action.

The following is a listing of the sums to be paid to Plaintiff-Intervenors as consideration as set forth in the Consent Decree:

Project Sentinel: \$72,000.00

Charlie Blest individually and as Guardian ad Litem for J.B., a Minor: \$30,000.00

David Hammerbeck: \$18,000.00

Attorneys' Fees to Plaintiff-Intervenors' Counsel: \$120,000.00

Plaintiff-Intervenors agree that these sums constitute the entire consideration provided to them under this Release and that they shall not seek any further compensation or consideration from Defendants, the Administrator, or any of the Released Parties (as defined below), or any of them, or from any other person and/or entity, for any other claimed damages, costs or attorneys' fees in connection with the claims encompassed and released by this Release, including but not limited to the Action.

Prior to issuance of the check, Plaintiff-Intervenors will be required to provide the Administrator with the following: (i) this Release bearing the Plaintiffs' signatures; (ii) completed W-9 (tax identification documents), and (iii) for J.B., court approval of a Minor's Compromise.

**Section 2. Indemnification for Tax Consequences.** Plaintiff-Intervenors acknowledge and agree that Defendants make no representations as to the tax consequences of payment of the consideration sums or any portion thereof. Plaintiff-Intervenors further agree that Plaintiff-Intervenors shall be exclusively liable for the payment of all federal and state taxes that may be due as the result of the consideration received from the settlement of disputed claims as set forth herein. Plaintiff-Intervenors further agree to indemnify and hold Defendants and the Released Parties harmless from any claims, demands, deficiencies, garnishments, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendants, or any

Released Party, for any amounts claimed due on account of this Release or the Consent Decree or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by any Released Party by reason of any such claims, including any amounts paid by as taxes, deficiencies, levies, garnishments, assessments, fines, penalties, interest or otherwise.

**Section 3. Mutual Release of All Claims.** Plaintiff-Intervenors and Defendants, each on his, her, or its own behalf and that of his, her, or its heirs, executors, attorneys, administrators, successors, and assigns, fully and forever releases and discharges each other and their respective predecessors, successors, subsidiaries, affiliates, investors, management companies, owners, offices, attorneys, vendors, directors, agents, servants, assigns, and all other representatives, and their respective current or former board members, directors, officers, administrators, trustees, employees, contractors, attorneys, agents, insurers, and re-insurers, whether in their individual or official capacities, and any person or entity acting through or in concert with any of the preceding persons or entities (collectively referred to as the “Released Parties”), from any and all causes of action, claims, judgments, obligations, damages, costs, attorney’s fees, and/or liabilities of whatever kind or character, known or unknown, asserted or unasserted, including but not limited to any and all claims arising out of or related to the Action that arose up to the date this Agreement is executed by the Released Parties. This Release does not extend to any other rights or claims that, under applicable federal, state or local law, cannot be waived or released by private agreement.

**Section 4. Scope of This Release.** This Release is intended to be as broad as possible. The Release shall include any and all liability whatsoever which arises directly or indirectly out of or is in any manner related to the Action that arose up to the date this Agreement is executed.

**Section 5. Unknown or Different Facts or Law.** The Released Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the claims released through this Release. The Released Parties agree, nonetheless, that this Release and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

**Section 6. California Civil Code Section 1542 Waiver.** Released Parties expressly acknowledge and agree that the releases contained in this Release include a waiver of all rights under Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Released Parties acknowledge that they have read all of this Release, including the above Civil Code section, and that they fully understand both the Agreement and the Civil Code section. The Released Parties expressly waive any benefits and rights granted pursuant to Civil Code section 1542.

**Section 7. No Admissions.** Plaintiff-Intervenors acknowledge that the making of this Release does not in any way constitute an admission of liability or wrongdoing by Defendants, and that Defendants consistently have taken the position that Defendants have done nothing

unlawful or wrong and are not liable. Nothing in this Release may be admissible as evidence in any judicial, administrative, or other legal proceeding (except in an action to enforce the terms of the Release), or be construed as an admission of liability or wrongdoing, or of a violation of any state, federal, local, or administrative laws, rules, regulations, or ordinances, or of the common law.

**Section 8. Attorneys' Fees and Costs.** This Release is admissible for purposes of enforcing this settlement pursuant to Code of Civil Procedure Section 664.6. Except as otherwise set forth in this Release and the Consent Decree, each party to this Release shall bear their own attorneys' fees and costs in prosecuting or defending this Action. In the event that any Party must enforce the terms and conditions of this Release, the prevailing party shall be entitled to their attorneys' fees and costs.

**Section 9. Waiver.** No provision of this Release may be waived unless in writing and signed by all the Parties. Waiver of any one provision shall not constitute waiver of any other provision.

**Section 10. Capacity and Authority.** Released Parties each represent and warrant that they have the authority and legal capacity necessary to execute this Release on behalf of the party whose name is subscribed at the signatories' line, and that no other person or entity has any interest in the claims, demands, obligations, and causes of action referred to in this Release, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, and causes of action referred to in this Release.

**Section 11. Opportunity to Consult Legal Counsel.** The Parties confirm that they have reviewed and considered this Release and consulted with their attorneys regarding the terms and effect thereof. Released Parties each acknowledge that they: (i) have read this Release in its entirety; (ii) have had sufficient time to review and consider this Release; (iii) understand all of the terms and conditions contained in this Release; (iv) have consulted with legal counsel before signing this Release; (v) have authorized said counsel to negotiate this Release on their behalf; and (vi) freely, voluntarily and knowingly, without duress or coercion, consent to all the terms and conditions in this Release.

**Section 12. Execution and Delivery.** This Release may be executed and delivered in two or more counterparts, including via DocuSign, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile copy or executed PDF copy of the Agreement may be "delivered" by one party to the other. The Parties agree that execution of this Release may be completed with electronic signatures and electronic signatures shall be given the same authority as any "wet" or live signatures.

**Section 13. Cooperation.** The Parties agree to do all things necessary and appropriate to carry out and effectuate the terms and purposes of this Release.

**Section 14. Interpretation; Construction.** This Agreement has been drafted by legal counsel representing Defendants, but Plaintiff-Intervenors and their counsel have participated in the negotiation of its terms and conditions. If any of the Release's provisions require a court's interpretation, no ambiguity found in this Release shall be construed against the drafter.



**Section 15. Effective Date.** This Release become effective on the same day that the Alameda Superior Court approves the Consent Decree in the Action.

**Section 16. Entire Agreement.** This Release incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Release are contractual and not mere recitals. This Release may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

THE PARTIES REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

DATED: Feb 8, 2023

*Carole Conn*  
Carole Conn (Feb 8, 2023 10:19 PST)

Carole Conn, Project Sentinel  
For Plaintiff Intervenor Project Sentinel

For Individual Plaintiff Intervenors:

DATED: Feb 8, 2023

*Charlie M Blest*  
Charlie M Blest (Feb 8, 2023 12:30 PST)

Charlie Blest  
for Plaintiff Intervenors Charlie Blest and J.B.

DATED: Feb 8, 2023

*David Hammerbeck*  
David Hammerbeck (Feb 8, 2023 11:54 PST)

Plaintiff Intervenor David Hammerbeck

For Defendants:

DATED: \_\_\_\_\_

Terry Maas  
For Defendants Vasona Management, Inc. Adelaide Pines LLC; Adobe Lake LLC; Amador Concord LLC; Blossom Village LLC; Catalina Crest LLC; Catcrest LLC; Concord Props; Marina Breeze LLC;

**Section 15. Effective Date.** This Release become effective on the same day that the Alameda Superior Court approves the Consent Decree in the Action.

**Section 16. Entire Agreement.** This Release incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Release are contractual and not mere recitals. This Release may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

THE PARTIES REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Carole Conn, Project Sentinel  
For Plaintiff Intervenor Project Sentinel

For Individual Plaintiff Intervenors:

DATED: \_\_\_\_\_


\_\_\_\_\_  
Charlie Blest  
for Plaintiff Intervenors Charlie Blest and J.B.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Intervenor David Hammerbeck

For Defendants:

DATED: \_\_\_\_\_

  
\_\_\_\_\_  
Terry Maas  
For Defendants Vasona Management, Inc. Adelaide Pines LLC; Adobe Lake LLC; Amador Concord LLC; Blossom Village LLC; Catalina Crest LLC; Catcrest LLC; Concord Props; Marina Breeze LLC;

Maas Crestview Limited Partners; Paseo Hayward LLC; Redwood Plaza LLC; Sycamore Commons LLC; Walnut Creek Properties LLC; Whitman LLC; 284 Tyrella, LLC; Washington Townhomes, LLC; Windy Hill PV Three LP, and Windy Hill PV Four, MF, LLC, Windy Hill Property Ventures LLC

DATED: Feb 9, 2023



---

Ryan Maas  
For Defendants Northgate LLC, 133 North Temple, LLC, Brookvale Chateau, LLC, Carmel House, LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park Bay Apts., LLC, Lorenzo, LLC, Maas Commons, LLC, Maas Taxco, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., and The Penthouse, LLC

# Exhibit B

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

---

**APPEARANCES:**

For Plaintiff(s): Sue Jong Noh (Telephonic) via LACC; Rumduol Kim Vuong (Telephonic) via LACC

For Defendant(s): Jennifer Stivers Baldocchi via LACC (Telephonic); Deborah F. Birndorf via LACC (Telephonic); Deepika Reena Daggubati via LACC (Telephonic) -- See additional appearances below.

---

---

**NATURE OF PROCEEDINGS:** Hearing on Demurrer - without Motion to Strike; Status Conference

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Jennifer Tat, CSR #13773, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matter is called for hearing.

The tentative ruling is posted on the e-service provider, Case Anywhere, for parties to read and review.

Upon hearing oral argument, the Court adopts the tentative ruling incorporated herein as follows.  
Background

On May 19, 2020, Plaintiff Department of Fair Employment & Housing (the State, or DFEH) filed this putative employment discrimination, harassment, and retaliation class action against Defendants The Walt Disney Company; ABC, Inc. dba Disney-ABC Television Group and/or Walt Disney Television; Touchstone Television Productions, LLC dba ABC Studios; ABC Signature, LLC; Erica Messer; Harry Bring; John Breen Frazier; Glenn Kershaw; Stacey Beneville; and Greg St. Johns (St. Johns) based on St. Johns alleged more-than-a-decade-long pattern and practice of sexually harassing of male individuals on the set of the television show

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

Criminal Minds. DFEH contends it has authority to bring this action pursuant to Government Code section 12961. Defendants demur to DFEH's complaint on the grounds that: (1) DFEH does not sufficiently allege predominance and commonality; and (2) the class definition is vague and uncertain.

Discussion

A. Legal Standard.

When ruling on a demurrer targeting a plaintiff's complaint, the court accepts the truth of all properly pleaded material facts of the subject pleading, *Aubry v. Tri-City Hosp. Dist.*, 2 Cal. 4th 962, 966-967 (1992), and draws reasonable "inferences favorable to the plaintiff, not the defendant." *Perez v. Golden Empire Transit Dist.*, 209 Cal. App. 4th 1228, 1239 (2012); see *Doe v. Roman Catholic Bishop of Sacramento*, 189 Cal. App. 4th 1423, 1427 (2010). Courts may also consider matters properly subject to judicial notice, *Blank v. Kirwan*, 39 Cal. 3d 311, 318 (1985), but need not accept "contentions, deductions or conclusions of fact or law." *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 713 (1967). Demurrers can only be used to reach entire causes of action. See *Ellena v. Dep't of Ins.*, 230 Cal. App. 4th 198, 206 (2014) ("A demurrer must be overruled if the complaint states a claim on any theory."); *Kong v. City of Hawaiian Gardens Redevelopment Agency*, 108 Cal. App. 4th 1028, 1047 (2002) ("[A] demurrer cannot rightfully be sustained to part of a cause of action or to a particular type of damage or remedy.").

B. Government Code Section 12961 Authorizes DFEH to Bring This Action.

DFEH contends that it has authority to bring this civil group action pursuant to Government Code section 12961. Government Code section 12961 provides:

Where an unlawful practice alleged in a verified complaint adversely affects, in a similar manner, a group or class of persons of which the aggrieved person filing the complaint is a member, or where such an unlawful practice raises questions of law or fact which are common to such a group or class, the aggrieved person or the director may file the complaint on behalf and as representative of such a group or class. Any complaint so filed may be investigated as a group or class complaint, and, if in the judgment of the director circumstances warrant, shall be treated as such for purposes of conciliation, dispute resolution, and civil action.

Gov. Code § 12961. Defendants contend that the plain language of section 12961 requires DFEH to establish predominance and obtain class certification as though it were a private plaintiff-not a

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

civil law enforcement agency. For the reasons discussed below, the Court agrees with DFEH.

C. DFEH Need Only Establish Commonality to Pursue This Group Civil Law Enforcement Action; It Need Not Move for Certification or Establish Ascertainability or Predominance.

The Court cannot agree with Defendants' attempts to shoehorn the entire body of class certification law into a statute authorizing a civil law enforcement agency to pursue group actions. While "class actions are always representative actions, . . . representative actions are not necessarily class actions." Wash. State v. Chimei Innolux Corp., 659 F.3d 842, 848 (9th Cir. 2011). The representative action here is fundamentally a civil law enforcement action. DFEH has been vested with the authority to enforce FEHA on behalf of the State, and "[a]n action filed by the People seeking injunctive relief and civil penalties is fundamentally a law enforcement action designed to protect the public and not to benefit private parties." People v. Pacific Land Research Co., 20 Cal. 3d 10, 17 (1977).

Defendants' contrary argument from Business & Professions Code section 17535 is unpersuasive. Business & Profession Code section 17535 authorizes private and civil law enforcement actions under the False Advertising Law. That statute expressly provides that: "Any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of this section and complies with Section 382 of the Code of Civil Procedure, but these limitations do not apply to claims brought under this chapter by the Attorney General, or any district attorney, county counsel, city attorney, or city prosecutor in this state." Bus. & Prof. Code § 17535. From that language, Defendants contend that "[i]f the Legislature had intended to exempt the DFEH enforcement actions from meeting the [class certification] requirement[s], it could have done so." Defs.' MPA, 10:13-14. Defendants reason that Government Code section 12961's "silence, coupled with the plain language that echoes Section 382's community of interest, makes clear that the DFEH should not proceed without meeting class action standards . . ." Id. at 11:23 n.5

Defendants' argument is flawed because it is premised on an unsupportable logical leap. It assumes that simply because Government Code section 12961 references "questions of law or fact which are common to such a group or class," i.e., commonality, the Legislature intended to import all class certification requirements into section 12961, including predominance and ascertainability.

While the terms commonality and predominance are often used interchangeably when discussing private class actions certified under Code of Civil Procedure section 382, they are nevertheless-

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

distinct concepts. As the appellate court in *Block v. Major League Baseball*, 65 Cal. App. 4th 538, 544-45 (1998) (emphasis original), stated with respect to private class actions certified under Code of Civil Procedure section 382: "[T]he issue is not simply whether common questions of law or fact exist but whether they predominate." One or more common questions can exist in any give case, but those common questions will only be found to predominate if "the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants." *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096, 1104-05 (2003) (quoting *Collins v. Rocha*, 7 Cal. 3d 232, 238 (1972)).

The difference between commonality and predominance is plainly illustrated by Federal Rule of Civil Procedure 23. See *Green v. Obledo*, 29 Cal. 3d 126, 145-46 (1981) ("It is well established that in the absence of relevant state precedents our trial courts are urged to follow the procedures prescribed in rule 23 of the Federal Rules of Civil Procedure for conducting class actions."). Whereas each of the three different types of class actions under Federal Rule of Civil Procedure 23 requires "there [to be] questions of law or fact common to the class[,]" Fed. R. Civ. Proc. 23(a)(2), only one of those three different types of class actions requires "that the questions of law or fact common to class members predominate over any questions affecting only individual members," Fed. R. Civ. Proc. 23(b)(3). Federal Rule of Civil Procedure 23(b)(1)-(2) class actions do not require predominance.

At best, the language of Government Code section 12961 includes a commonality requirement, but not a predominance or ascertainability requirement. Defendants attempt to counter this conclusion by noting that Code of Civil Procedure section 382 does not contain the word "predominance" either. Defs.' Reply, 6:27-7:6. That argument is unpersuasive. Originally enacted in 1872, Code of Civil Procedure section 382 has been dramatically supplemented by caselaw, which has injected the requirements of ascertainability, predominance, typicality, adequacy of representation, and superiority-requirements that have no textual basis in section 382. See, e.g., *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012). These judicial additions to class certification requirements were made long before Government Code section 12691's enactment in 1980. See, e.g., *Collins v. Rocha*, 7 Cal. 3d 232 (1972).

Ultimately, the Legislature is charged with knowledge of those additional requirements, nuances, and distinctions because "the Legislature is presumed to know about existing case law when it enacts or amends a statute . . ." *In re W.B.*, 55 Cal. 4th 30, 57 (2012); see *People v. May*, 47 Cal. App. 5th 1001, 1009 (2020) ("The Legislature is presumed to know the law."). Because the Legislature was presumably aware of all of Code of Civil Procedure section 382's requirement-



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

including ascertainability, numerosity, commonality, predominance, typicality, adequacy of representation, and superiority-yet only chose to refer to commonality, the Court is compelled to conclude that DFEH must only satisfy commonality to bring this group action.

Moreover, DFEH need not move for certification here because Government Code section 12961 plainly provides that, so long as "in the judgment of the director circumstances warrant," then "[a]ny complaint so filed . . . shall be treated as [a group or class complaint] for purposes of . . . civil action." Gov. Code § 12961 (emphasis added). It is well-settled that, when interpreting provisions of the Government Code, "[s]hall' is mandatory and 'may' is permissive." Gov. Code § 14. Consequently, this Court is mandated to respect the DFEH director's judgment and treat this action as a group civil law enforcement action. The only limitation the Court sees that may be fairly imposed on the director's sole discretion is the requirement that the action must center around "an unlawful practice [that] raises questions of law or fact which are common to such a group or class," Gov. Code § 12961. In the Court's view, the procedural avenue best available to test that limitation would be through a motion to decertify, which Defendants may bring after ample discovery has occurred. Given that DFEH need not affirmatively certify the class, however, the Court would reject any request from Defendants to bifurcate discovery between class and merits issues.

Finally, Defendants' arguments that the Court should nevertheless impose an ascertainability requirement to protect their due process rights is unpersuasive. "Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata." Hicks v. Kaufman & Broad Home Corp., 89 Cal. App. 4th 908, 914 (2001). With respect to private class actions, ascertainability serves this "limited but important function . . .," so long as the class "is defined 'in terms of objective characteristics and common transactional facts' that make 'the ultimate identification of class members possible when that identification becomes necessary.'" Noel v. Thrifty Payless, 7 Cal. 5th 955, 980 (2019) (quoting Hicks, 89 Cal. App. 4th at 915). Here, because DFEH is bringing a civil law enforcement action-not a private class action seeking to vindicate individual rights-the Court is unpersuaded that this action will operate to preclude any absent individuals that later decide to sue in their individual capacities. Consequently, there is no threat to any parties' due process rights-either Defendants' or absent, unnamed individuals-because the preclusive effect of this litigation is extremely limited.

D. DFEH Has Sufficiently Alleged an Adequate "Class Definition" and Commonality.

With respect to the class definition, Defendants correctly note that the applicable standard is California's fair notice requirement. "Under the Code of Civil Procedure, a complaint must

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

March 17, 2021

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs**

1:45 PM

**THE WALT DISNEY COMPANY, et al.**

Judge: Honorable Daniel J. Buckley

CSR: J. Tat, CSR #13773

Judicial Assistant: S. Chung

ERM: None

Courtroom Assistant: E. Munoz

Deputy Sheriff: None

---

contain a 'statement of the facts constituting the cause of action, in ordinary and concise language.'" *Ameron Int'l. Corp. v. Ins. Co. of State of Penn.*, 50 Cal. 4th 1370, 1384 (2010) (quoting Civ. Proc. Code. § 425.10(a)). "This requirement forces parties to give fair notice of their claims to opposing parties so they can defend." *Id.* As DFEH notes, however, it need not allege every supporting evidentiary fact; rather, it need only allege ultimate facts. See *Perkins v. Superior Court*, 117 Cal. App. 3d 1, 6 (1981) ("For example, the courts have permitted allegations which obviously included conclusions of law and have termed them "ultimate facts" or "conclusions of fact." What is important is that the complaint as a whole contain sufficient facts to apprise the defendant of the basis upon which the plaintiff is seeking relief.").

As noted above, DFEH need not allege an ascertainable class. Consequently, the Court finds sufficient DFEH's allegations that it is suing on behalf of "all persons who worked on set for the production of the television series *Criminal Minds*, including Real Parties in Interest Antony Matulic and Dauv McNeely, and the Group." DFEH Compl. ¶ 33. Contrary to Defendants' assertions, this "class" is not fail-safe: It does not purport to include only those "that suffered harassment" or those "with valid claims. Instead, DFEH has adequately notified Defendants that it seeks to recover civil penalties against Defendants for each and every unlawful instance of discrimination, harassment, or retaliation committed by St. Johns against any male that was ever on the set of *Criminal Minds*. While broad, the sheer breadth of this action alone cannot defeat it. If that were so, then it would create the absurd loophole that St. Johns and other Defendants could escape accountability to the DFEH simply because St. Johns violated so pervasively by potentially victimizing thousands of individuals over the course of a decade. See Defs.' Reply, 7:7-15.

With respect to commonality, the Court also finds DFEH's allegations sufficient. Given that DFEH must only establish commonality-as opposed to predominance-here, the DFEH's allegations that St. John's was the perpetrator of widespread discrimination, harassment, and retaliation on the set of *Criminal Minds* and that he was knowingly permitted and abetted in this conduct by other Defendants is sufficient. At the end of the day, Defendants cannot demur to a complaint simply because it will require them to defend a lot. Defendants are well-aware of the central target(s) that they must investigate to properly defend this action: St. Johns, his accomplices, and his victims.

Finally, these allegations-however general they may be-were included in the DFEH's administrative complaints lodged against Defendants. Therefore, the Court finds that DFEH adequately exhausted its remedies before filing this action.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**20STCV19182**

**DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING vs  
THE WALT DISNEY COMPANY, et al.**

March 17, 2021

1:45 PM

Judge: Honorable Daniel J. Buckley

Judicial Assistant: S. Chung

Courtroom Assistant: E. Munoz

CSR: J. Tat, CSR #13773

ERM: None

Deputy Sheriff: None

---

---

Conclusion

Defendants' demurrer is OVERRULED.

Defendant is to file a response within thirty (30) days.

Status Conference is scheduled for 04/07/2021 at 01:45 PM in Department 1 at Spring Street Courthouse.

A joint statement is to be filed at least five (5) court days in advance of the hearing date.

Additional appearances for Defendant(s):

Valerie Margaret Marek via LACC (Telephonic)

Tanya Lia Menton via LACC (Telephonic)