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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
21 Liability 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

**NOTICE OF MOTION AND
UNOPPOSED MOTION TO
APPROVE [PROPOSED] CONSENT
DECREE; DECLARATION;
EXHIBITS**

Judge: Hon. Frank Roesch
Department: 17

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
14 Limited Liability Company; THE
15 PENTHOUSE, LLC, a California Limited
16 Liability Company; REDWOOD PLAZA, LLC,
17 a California Limited Liability Company;
18 SYCAMORE COMMONS, LLC, a California
19 Limited Liability Company; WALNUT CREEK
20 PROPERTIES, LLC, a California Limited
21 Liability Company; WASHINGTON
22 TOWNHOMES, LLC, a California Limited
23 Liability Company; WHITMAN, LLC, a
24 California Limited Liability Company; WINDY
25 HILL PROPERTY VENTURES, LLC, a
26 California Limited Liability Company, and
27 DOES ONE through TEN, inclusive,

28 Defendants.

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

Real Parties in Interest.


TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on March 16, 2023 at 3:30 PM or as soon thereafter as the matter may be heard in Department 17 of this Court, located at René C. Davidson Courthouse with the Honorable Frank Roesch presiding, Plaintiff moves the Court for approval of the proposed Consent Decree negotiated and executed by the Parties to resolve the claims in the above caption action. Plaintiff has provided a copy of the moving papers to all Parties and Plaintiff is informed that the remedy requested in this motion (i.e. entry of the proposed Consent Decree) is unopposed. This unopposed motion is based on the memorandum below, and the Proposed Consent Decree with accompanying

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exhibits.
DATED: 2/9/2023

CALIFORNIA CIVIL RIGHTS DEPARMTENT, formerly
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING



Rumduol Vuong
California Civil Rights Department, formerly Department of
Fair Employment and Housing

1 **UNOPPOSED MOTION FOR APPROVAL OF PROPOSED CONSENT DECREE**

2 **I. INTRODUCTION**

3 Plaintiff California Civil Rights Department, formerly the Department of Fair Employment and
4 Housing, (“CRD” of the “Department”) requests that the Court enter the Proposed Consent Decree
5 (“Consent Decree”). Plaintiff, Plaintiff Intervenors Project Sentinel, David Hammerbeck, Charlie Best,
6 and J.B., a minor (“Intervenors”); Defendants Northgate, LLC, 133 North Temple, LLC, 284 Tyrella,
7 LLC, Adelaide Pines, LLC, Adobe Lake, LLC, Amador Concord, LLC, Blossom Village, LLC,
8 Brookvale Chateau, LLC, Carmel House, LLC, Catalina Crest, LLC, Catcrest, LLC, Concord Props.,
9 LLC, Fremont Manor, LLC, Glen Oaks, LLC, Hidden Lake, LLC, LG Creek Apts., LLC, Logan Park
10 Bay Apts., LLC, Maas Commons, LLC, Maas Crestview Limited Partners, Maas Taxco, LLC, Marina
11 Breeze, LLC, Mission Park Gilroy, LLC, Pacific Hotels, Inc., Paseo Hayward LLC, The Penthouse,
12 LLC, Redwood Plaza, LLC, Sycamore Commons, LLC, Walnut Creek Properties, LLC, Washington
13 Townhomes, LLC, Whitman, LLC, Windy Hill Property Ventures, LLC, Windy Hill P Three LP, Windy
14 Hill Four MF, LLC (collectively, “Owner Defendants”); and Defendant Vasona Management, Inc.
15 (“Vasona”) (collectively the “Parties”) negotiated and executed the Proposed Decree.

16 Plaintiff has provided Intervenors, Owner Defendants, and Vasona a copy of the instant motion.
17 Counsel for these Parties have confirmed that they do not oppose the entry of the proposed Consent
18 Decree. As such, Plaintiff CRD requests the Court enter the proposed Consent Decree, which would
19 resolve all claims in the CRD’s October 16, 2020 Complaint and Intervenors’ July 30, 2021 Complaint.
20 (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 663 [citing
21 Kramer, Consent Decrees and the Rights of Third Parties (1988) 87 Mich.L.Rev. 321, 325; 2 Cal. Civil
22 Procedure Before Trial (Cont.Ed.Bar 1978) § 34.1, pp. 485–486 [“In a stipulated judgment, or consent
23 decree, litigants voluntarily terminate a lawsuit by assenting to specified terms, which the court agrees to
24 enforce as a judgment...As the high court has recognized, stipulated judgments bear the earmarks both
25 of judgments entered after litigation and contracts derived through mutual agreement”].)

26 Here, entry of the Consent Decree is appropriate as CRD’s settlement is not bound by class
27 action standards, and is instead governed by the Fair Employment and Housing Act, Government Code
28 section 12900 et seq. (“FEHA”) and the applicable legal standard for consent decree. Specifically,

1 FEHA authorizes the Department to resolve this litigation through a mutually negotiated settlement that
2 provides relief to the Department and to individuals who suffered harm as a result of the conduct alleged
3 in CRD’s complaint. Moreover, the Court should enter the Consent Decree as the terms of the Consent
4 Decree are fair, adequate, and reasonable and conforms to California law.

5 **II. STATUTORY BACKGROUND**

6 CRD is California’s civil rights enforcement agency charged with “actively investigating,
7 prosecuting and conciliating” discrimination in employment, housing, public accommodations, and
8 government spending, among other things. (*State Pers. Bd. v. Fair Empl. & Hous. Com.* (1985) 39
9 Cal.3d 422, 431.) The California Legislature created the FEHA as a comprehensive remedial scheme to
10 eliminate discrimination, declaring it “an exercise of the police power of the state for the protection of
11 the welfare, health, and peace of the people of this state.” (Gov. Code, § 12920.) The central purpose of
12 the FEHA is to prevent, eliminate, and remedy discrimination in employment, housing, and other
13 aspects of daily living. (Gov. Code, §§ 12920-12921; 12930 & 12948 [incorporating certain personal
14 rights statutes in Civil Code, section 51 *et seq.* and Government Code, section 11135 into the FEHA and
15 CRD’s enforcement authority]; see also *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203, 223-
16 224.) The FEHA, including its provisions governing CRD’s obligations and authority to investigate and
17 initiate enforcement actions, is “construed liberally for the accomplishment of the purposes of [the
18 Act].” (Gov. Code, § 12993, subd. (a); see also *Rojo v. Kliger* (1990) 52 Cal.3d 65, 73.)

19 In furtherance of the Legislature’s goal to eliminate discriminatory practices (Gov. Code, §
20 12920), the Legislature has given CRD the authority and the duty to enforce the FEHA through the
21 receipt, investigation, conciliation, mediation, and prosecution of complaints alleging practices made
22 unlawful pursuant to the FEHA and incorporated civil rights laws. (Gov. Code, § 12930, subd. (f); see
23 also *State Pers. Bd.*, 39 Cal.3d at p. 431.) The FEHA establishes a complaint-filing procedure whereby
24 an individual aggrieved person may file a housing discrimination complaint with the department. (Gov.
25 Code, § 12980, subd. (a).) The Department’s director or their authorized representative may also make,
26 sign, and file a complaint. (*Id.* at subd. (b).) FEHA further authorizes the Department to “bring a civil
27 action in the name of the department, acting in the public interest, on behalf of the aggrieved person as a
28 real party in interest...in the same manner and with the same powers as provided in Section 12965,

1 except that where the provisions of this article provide greater rights and remedies to an aggrieved
2 person than Section 12965, the provisions of this article shall prevail.” (Gov. Code, § 12981, subd.
3 (a)(1).) A director may pursue a civil action within two years of the filing of an administrative
4 complaint for a group or class of individuals. (Gov. Code, § 12965, subd. (a)(5)(A).) However, such an
5 action is not subject to class action certification requirements. (*Dept. Fair Empl & Hous. v. Law Sch.*
6 *Admission Council, Inc. (“LSAC”)* (N.D. Cal. 2013) 941 F.Supp.2d 1159, 1166 [holding that the
7 Department was not subject to class action requirements of Rule 23 of the Federal Rules of Civil
8 Procedure]; *Vuong Decl., Exh. B, Dept. Fair Empl & Hous. v. The Walt Disney Co., et al.* (Super. Ct.
9 L.A. County, 2021 No. 20STCV19182 [trial court held that Department is not subject to class action
10 certification requirements].).

11 In actions brought by the Department, the FEHA provides for broad relief to make
12 discrimination victims whole. (Gov. Code, § 12965, subd. (d) [“A court may grant as relief in any action
13 filed pursuant to subdivision (a) any relief a court is empowered to grant in a civil action brought
14 pursuant to subdivision (c) (governing private actions), *in addition to any other relief that, in the*
15 *judgment of the court, will effectuate the purpose of this part.*” [emphasis added]); *see also* Gov. Code,
16 § 12981, subd. (a)(1) [providing the Department the full scope of Section 12965’s authority in housing
17 discrimination cases].) In addition to the powers and remedies available under Section 12965, the Court
18 may also grant in housing cases “actual and punitive damages and may grant other relief, including the
19 issuance of a temporary or permanent injunction, or temporary restraining order, or other order, as it
20 deems appropriate... the court may, at its discretion, award the prevailing party, including the
21 department, reasonable attorney's fees and costs, including expert witness fees, against any party other
22 than the state.” (Gov. Code, § 12989.2.)

23 **III. PROCEDURAL BACKGROUND**

24 In April 2017, Project Sentinel, a non-profit fair housing organization, filed an administrative
25 complaint with the CRD against the Northgate Savoy, a 26-unit complex in Fremont, alleging
26 discrimination based on familial status. Pursuant to CRD’s authority to pursue group or class relief,
27 CRD filed its own administrative complaint in April 2018 and an amended complaint in July 2019
28 encompassing all subject properties in this action, alleging that Vasona and Owner Defendants’ rules

1 prohibiting play in common areas and requiring parental supervision of children under 18 in all common
2 areas at these properties violated FEHA and Unruh. CRD investigated allegations made in the
3 administrative complaints, including conducting written discovery and interviewing witnesses.
4 Subsequently, March 2019, CRD and Defendants participated in a mediation and the Parties attended
5 another mediation in October 2019.

6 After these unsuccessful efforts at mediation, CRD filed a civil action on October 16, 2020,
7 bringing suit in its own name to remedy violations of FEHA and the Unruh Civil Rights Act, as
8 incorporated into FEHA (Gov Code §§ 12930(f)(2), 12955(d)). Thereafter, several defendants filed an
9 unsuccessful motion challenging joinder and venue. On July 30, 2021, Intervenors filed a complaint in
10 intervention over the objection of several Defendants. After filing the civil action, CRD issued written
11 discovery to Defendants. On January 27, 2022, Defendants filed a motion for summary judgement,
12 arguing that CRD lacked standing to file suit after it eliminated the alleged unlawful practice. Prior to
13 CRD's deadline to oppose this motion, the Parties attended a successful mediation and filed a notice of
14 settlement to the Court on March 9, 2022. In the intervening time, CRD and Vasona have negotiated a
15 proposed Consent Decree, which the Parties now ask the Court to enter.

16 The proposed Consent Decree negotiated by the Parties includes substantial monetary relief for
17 tenants who lived at the affected properties with children under 18 from April 13, 2016 to July 1, 2019
18 ("Group/Class Members") along with robust affirmative injunctive remedies for a five-year duration that
19 are designed to prevent further instances of discriminations. (Vuong Decl., Exh. A.) As set forth in
20 more detail in Part IV.B. below, the proposed Consent Decree provides for the creation of a \$3 million
21 settlement fund, from which \$2.6 million will be allocated to Group/Class Members; \$240,000 will be
22 allocated to Intervenors; and \$112,440 will be allocated to CRD as a fraction of its actual attorneys' fees
23 and costs. CRD anticipates that approximately 3,520 individual tenants who reside or resided in 1,838
24 units will be eligible for relief under the Consent Decree' terms. The Consent Decree furthermore
25 prohibits Defendants from publishing, enforcing, or applying rules that require parental supervision of
26 children in common areas or prohibit outdoor play/sports activities in common areas, which is the very
27 harm that CRD alleged occurred here, and imposes the additional requirement that Vasona provide CRD
28 the rules, policies of guidelines for tenants that involve such conduct, thereby providing additional

1 safeguards for tenants with children to be free of discrimination based on familial status. The Consent
2 Decree also includes provision to educate and raise awareness of tenants' rights, including their rights
3 under the proposed Consent Decree, by requiring the provision and publication of materials on those
4 rights. Similarly, the proposed Consent Decree requires Vasona to implement policies by which tenants,
5 housing applicants and employees may report incidents of discrimination as well as providing four hours
6 of training to property management staff. Lastly, to ensure compliance, the proposed Consent Decree
7 contains annual reporting requirements to the CRD.

8 **IV. LEGAL GROUNDS FOR ENTRY OF PROPOSED CONSENT DECREE**

9 As CRD's settlement is not subject to class action settlement requirements, the Court may enter
10 the proposed Consent Decree if it finds that it is fair, adequate, reasonable, and complies with applicable
11 law. The Court should find the proposed Consent Decree—which was primarily negotiated by CRD, the
12 government agency tasked with enforcing California's civil rights laws, and contains broad relief for
13 aggrieved individuals and the public interest—is fair, reasonable, and adequate and complies with
14 California law.

15 **A. *CRD Litigation is Exempt from Civil Code 382 and is not Subject to Same Procedures as***
16 ***Class Action Settlements***

17 As an initial matter, CRD's ability to seek relief for a class is derived from the authority vested
18 in CRD by FEHA and is not predicated on California Code of Civil Procedure Section 382; thus, CRD's
19 settlement is not subject to same procedures for class action settlements.

20 CRD, like other public prosecutors, may seek group wide relief in enforcement actions which are
21 not subject to a private party's class certification rules such as Civil Procedure Section 382 [hereinafter
22 Section 382 or class certification rule]. (*See People v. Pacific Land Res. Co.* (1977) 20 Cal.3d 10, 17
23 ["an action by the People lacks the fundamental attributes of a consumer class action filed by a private
24 party. The Attorney General or other governmental official who files the action is ordinarily not a
25 member of the class ... and the claims and defenses are not typical of the class."].)

26 FEHA authorizes CRD to prosecute group or class violations, as set forth in Government Code
27 section 12965, subdivision (a)(5)(A). Article 2 of FEHA, governing housing discrimination, confers on
28 the Department and the Director the same enforcement authority established as those set forth in Section

1 12965. (See Gov. Code, §12981, subd. (a)(1).) Moreover, in prosecuting a civil action, CRD does not
2 “stand in the shoes” of the victims of discrimination, but rather the agency acts independently on its own
3 statutory authority to protect and prosecute the public interest and welfare under FEHA. (Gov. Code,
4 §§ 12930, subd. (h), 12965, subd. (a), 12920; *State Pers. Bd.*, 39 Cal.3d at p. 444 [distinguishing rights
5 of private individuals versus the role that CRD plays as a public prosecutor testing a public right].) And
6 in such litigation, CRD is “the master of its own case” and as such has discretion regarding settlement
7 terms. (See *EEOC v. Waffle House* (2002) 534 U.S. 279, 291 [addressing the EEOC’s parallel
8 enforcement powers under federal law].) Here, as the master of its case, CRD has negotiated and a
9 Consent Decree which provides for substantial monetary remedies to a broad group of victims and
10 robust affirmative relief designed to prevent future discrimination.

11 ***B. The Court Should Grant the Proposed Consent Decree Because It Is Fundamentally Fair,***
12 ***Adequate, and Reasonable and Conforms to Applicable Laws***

13 In determining whether to enter a consent decree, courts examine whether the decree is fair,
14 adequate, and reasonable and conforms to applicable laws. (*United States v. Oregon* (9th Cir. 1990) 913
15 F.2d 576, 580.)¹ Indeed, “[t]he central feature of any consent decree is that it is not an adjudication on
16 the merits. The decree may be scrutinized by the judge for fairness prior to his approval, but there is no
17 contest or decision on the merits of the issues underlying the lawsuit.” (*Reed v. United Teachers Los*
18 *Angeles* (2012) 208 Cal.App.4th 322, 329-330 [quoting *Ashley v. City of Jackson, Miss.* (1983) 464 U.S.
19 900, 902 [Rehnquist, dissenting]].) Thus, before approving a consent decree, a trial court must
20 independently determine that the proposed agreement is “fundamentally fair, adequate, and reasonable”
21 and “conform[s] to applicable laws.” (*Oregon*, 913 F.2d at p. 580; see also *Arizona v. City of Tucson*
22 (9th Cir. 2014) 761 F.3d 1005, 1010–14.) “The trial court has broad discretion to determine whether the
23 settlement is fair,” and among the relevant factors for a determination of fairness is “the presence of a
24 governmental participant.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; see also *Reed*,

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26
27 ¹ Where only federal courts have considered issues before a state court, and only under federal law, those “decisions provide
28 substantial guidance.” (*Gelfo v. Lockheed Martin Corp.* (2006) 140 Cal.App.4th 34, 55.) Where federal and state statutes
“share the goal of eliminating discrimination, we often look to federal case authority to guide the construction and application
of FEHA, particularly where parallel statutory language is involved.” (*Id.* at p. 57.)

1 208 Cal.App.4th at p. 336-37.)²

2 Initially, the monetary relief contained in the Consent Decree is fair, adequate, reasonable and
3 conforms to California laws. The overwhelming majority of the monetary relief will go to Group/Class
4 Members, and the Consent Decree does not abridge any rights of prospective tenants. As part of the
5 settlement, Vasona agrees to pay a total of \$3 million in monetary relief. (Vuong Decl., Exh. A. ¶51.)
6 Over \$2.6 million will be allocated to Group/Class Members, with \$240,000 to Intervenors inclusive of
7 their attorney's fees and costs, and only \$112,440 to CRD for its fees and costs. (Id. at ¶¶ 58-60, 72,
8 73.) Thus, the overwhelming majority of the monetary relief will go to affected group members (i.e.,
9 tenants with children under the age of 18) who lived at one of the properties from April 16, 2016 to July
10 1, 2019. (Id. at ¶ 66). Group members will be provided notice by a claims administrator and execute a
11 release to obtain monetary relief. (Id. at ¶¶ 31, 51-53, 62-69.)

12 The amount of attorneys' fees sought by CRD is modest. At the time of the mediation in January
13 2022, expended over 1,874 hours in investigating and litigating the matter, which amounted to over \$1.1
14 million in attorney's fees. (Vuong Decl. at ¶ 2.) Since then, CRD has spent an additional 261.7 hours
15 negotiating the Consent Decree, which amounts to an additional \$205,707 in fees as of the filing of this
16 motion. (Id. at ¶ 3.) As such, CRD has expended a more than \$1.3 million in fees on this matter, and
17 the requested amount of fees (\$112,440) is approximately 8.5% of CRD's total lodestar and just 3.75%
18 of the total settlement amount. This is drastically discounted compared to class action matters, where
19 attorney's fees often encompass a third of the settlement amount. (*See Laffitte v. Robert Half Internat.*
20 *Inc.* (2016) 1 Cal.5th 480, 486 [holding that trial court approval of a settlement in an employment class
21 action matter where the attorney fees awarded amounted to a third of the recovery was not erroneous
22 and approving of the use of attorney fees as a calculated percentage when fees are awarded out of a
23 common fund].)

24 The Consent Decree is also fair, adequate, reasonable and in compliance with California law as
25 the affirmative relief provisions are designed to prevent housing discrimination. The Consent Decree
26 contains targeted injunctive remedies on the part of Vasona and Owner Defendants. Specifically, over

27 ² In *Reed*, the Court did not approve a proposed consent decree that harmed the rights of third parties, without a decision on
28 the merits. (*Reed*, 208 Cal.App.4th at p. 336-37.) Here, the Consent Decree does not abrogate the rights of any third parties
and indeed provides for substantial monetary relief to third-party Group/Class Members, without an opt-in requirement.

1 the period of a five-year decree, Vasona will submit rules regarding the supervision of children or
2 residents' outdoor activities to CRD for review and approval (Vuong Decl., Exh. A ¶ 35), thus providing
3 a safeguard that such rules do not run afoul of FEHA. The Consent Decree seeks to educate tenants
4 about their rights under the Consent Decree and FEHA by requiring posting of the Consent Decree at
5 Vasona's offices and on its website (Id. at ¶ 36), and distribution and posting of materials about tenants'
6 rights. (Id. at ¶¶ 41, 42.) The Consent Decree further requires Vasona to take active steps to prevent
7 discrimination in the future by: developing, maintaining, and distributing policies on the eradication and
8 prevention of discrimination (id. at ¶¶ 43-46); developing procedures for reporting incidents of
9 discrimination (Id. at ¶ 44); training any person involved in the managing or renting of property for four
10 hours annually (Id. at ¶ 47); and annually reporting to CRD about Vasona's compliance with the
11 Consent Decree as well as Vasona's receipt of and investigation into complaints of discrimination (Id.
12 ¶¶ 48-49). Owner Defendants are also prohibited from engaging in future discrimination, including from
13 publishing, applying, or enforcing discriminatory rules at properties they own or manage, and will report
14 annually to CRD regarding their compliance with these obligations. (Id. at ¶¶ 32-34, 37, 38, 50.) Thus,
15 the proposed Consent Decree puts into place a framework designed to prevent discrimination and is thus
16 fair, adequate, reasonable and conforms with California law.

17 The Court should further enter the Consent Decree as it was negotiated at arm's length primarily
18 by CRD, an agency tasked with enforcing California's civil rights laws, and Defendants. In examining a
19 consent decree entered into and negotiated by the government, "the courts should pay deference to the
20 judgment of the government agency which has negotiated and submitted the proposed judgment."
21 (*Randolph*, 736 F.2d at p. 529 (citing *Marshall v. Holiday Magic, Inc.* (9th Cir.1977) 550 F.2d 1173,
22 1178); see also *see also Dunk*, 48 Cal.App.4th at p. 1801 [listing government participation as a factor in
23 whether a settlement is fair]; *United States v. Akzo Coatings of Am., Inc.* (6th Cir. 1991) 949 F.2d 1409,
24 1436 [noting judicial deference towards approving settlements is particularly strong where the decree
25 has been negotiated by government attorneys on behalf on a government agency that is an expert in its
26 field].) CRD has played an active and primary role in negotiations with Defendants, which weighs in
27 favor of finding that the Consent Decree is adequate, reasonable, and in compliance of California laws.

28 ///

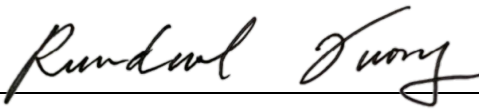
1 Additional factors that support a finding that the decree is fair, adequate, reasonable, and in
2 compliance with California law are that the Consent Decree was reached only after a robust
3 investigation, the bringing of this lawsuit, and initial adversarial discovery. (*Reed*, 208 Cal.App.4th at p.
4 337 [including as considerations relevant to a finding of fairness the facts that the settlement was
5 reached through arm's-length bargaining following adequate investigation and discovery for “counsel
6 and the trial court to act intelligently”].) The settlement was reached only after substantial discovery in
7 both CRD’s investigation as well as litigation. Negotiations involved CRD and experienced counsel
8 representing Defendants and Intervenors. These facts thus support a finding that the Consent Decree is
9 both procedurally and substantively fair. Lastly, the proposed Consent Decree is in the public interest as
10 settlement of this housing case will provide monetary and injunctive relief for the benefit of thousands
11 of tenants in the State of California.

12 V. **CONCLUSION**

13 For the foregoing reasons, the Court should approve the Consent Decree. It is fair, reasonable,
14 and adequate and conforms to California law.

15
16 DATED: 2/9/2023

CALIFORNIA CIVIL RIGHTS DEPARMTENT, formerly
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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21 Rumduol Vuong
22 California Civil Rights Department, formerly Department
23 of Fair Employment and Housing
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