

FILED
Superior Court of California
County of Los Angeles

08/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: S. Onliveros Deputy

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8 Attorneys for Plaintiff
Civil Rights Department
9 (Fee Exempt Pursuant to Gov. Code, § 6103)

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 CIVIL RIGHTS DEPARTMENT, an agency of)
15 the State of California,)

17 Plaintiff,)

18 vs.)

19 PETER F. DELUKE JR., an individual; PETER)
20 F. DELUKE SR., as trustee of the PETER F.)
21 DELUKE TRUST,)

22 Defendants.)

26 ABDIFATAH ABDULLAHI, an individual,)

27 Plaintiff-Intervenor.)
28

Case No. 22STCV34728

**JOINT STIPULATION FOR COURT
TO RETAIN JURISDICTION TO
ENFORCE THE TERMS OF THE
SETTLEMENT AGREEMENT**

~~PROPOSED~~ ORDER

[Code Civ. Proc., § 664.6]

Judge: Hon. Malcom Mackey

Department: 55

Trial Date: June 3, 2024

1 **JOINT STIPULATION**

2 WHEREAS, on October 31, 2022, Plaintiff Civil Rights Department (“CRD”) filed its
3 Complaint against Defendants Peter F. DeLuke Jr. and Peter F. DeLuke Sr., as trustee of the Peter
4 F. DeLuke Trust in the Los Angeles Superior Court: *Civil Rights Department v. Peter F. DeLuke*
5 *Jr., et al.* (Los Angeles Superior Court Case No. 22STCV34728.)

6 WHEREAS, on March 1, 2023, Plaintiff Intervenor Abdifatah Abdullahi intervened in this
7 Action and filed a Complaint in Intervention.

8 WHEREAS, the Parties have reached settlement to resolve all outstanding claims in this
9 Action.

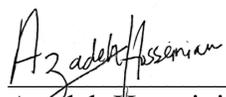
10 WHEREAS, on August 2, 2023, a Settlement Agreement was fully executed by all Parties.

11 WHEREAS, the Parties agreed to file a joint stipulation and proposed order to dismiss the
12 Action in its entirety within ten (10) days of the date upon which Plaintiff-Intervenor receives
13 settlement payment from Defendants;

14 WHEREAS, pursuant to the provision of the Settlement Agreement, the Court will retain
15 jurisdiction to enforce the terms of the Settlement Agreement pursuant to Code of Civil Procedure
16 section 664.6 to enforce the remaining terms of the Settlement Agreement and enter judgment to
17 the extent that the Settlement Agreement has been breached, in the event any party fails to comply
18 with all the obligations of the Settlement Agreement; and

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between
20 CRD, Plaintiff-Intervenor Abdifatah Abdullahi, and Defendants, through their undersigned counsel,
21 that the Parties request that the Court enter the [Proposed] Order retaining jurisdiction pursuant to
22 Code of Civil Procedure section 664.6 to enforce the Settlement Agreement. (*Wackeen v. Malis*
23 (2002) 97 Cal.App.4th 429,440; *Sayta v. Chu* (2017) 17 Cal.App.5th 960, 967- 968.)

24
25 **IT IS SO STIPULATED.**

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27 _____
28 Azadeh Hosseinian
Attorney for CRD

8/3/2023

Date

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Hilary Schwartz
Attorney for Plaintiff-Intervenor

August 3, 2023

Date



Albert Arena
Attorney for Defendant Peter F. DeLuke Sr.

08/03/2023

Date



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Peter F. DeLuke Jr.
Pro Per

8/3/2023

Date

8/3/2023

~~PROPOSED~~ ORDER

The Court, having reviewed the Joint Stipulation of the Parties, and good cause appearing, grants the parties' Joint Stipulation and shall retain jurisdiction over the Parties to enforce the terms of the settlement agreement pursuant to California Code of Civil Procedure section 664.6 even after dismissal of this matter.

IT IS SO ORDERED.

Dated: 08/09/2023



Malcolm Mackey

Hon. Malcolm Mackey
Judge of the Los Angeles County Superior Court
Malcolm Mackey / Judge

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SETTLEMENT AGREEMENT

Civil Rights Department v. Peter F. DeLuke Jr. and Peter F. DeLuke Sr., as trustee of the Peter F. DeLuke Trust

(Los Angeles Superior Court Case No. 22STCV34728)

This Settlement Agreement (“Settlement Agreement”) is made and entered into by and between “the Parties” to this matter, Plaintiff Civil Rights Department (“CRD” or “Plaintiff”), Plaintiff-Intervenor Abdifatah Abdullahi (“Plaintiff-Intervenor”), and Defendants Peter F. DeLuke Jr. and Peter D. DeLuke Sr., as trustee of the Peter F. DeLuke Trust (collectively, “Defendants”). The Parties agree that this Settlement shall become effective on the date it has been executed by all Parties (“Effective Date”). In consideration of the mutual promises set forth herein, the Parties, and each of them, hereby agree to settle “this Lawsuit” titled *Civil Rights Department v. Peter F. DeLuke Jr., et al.* (LASC Case No. 22STCV34728) as follows:

1. No Admission of Wrongdoing by Any Parties; No Prevailing Party. The Parties acknowledge and agree that this Agreement does not amount to an admission of liability by Defendants for any claim asserted in or related to this Lawsuit and shall in no way be construed as such an admission of liability by Defendants. Further, the Parties agree and acknowledge that neither party shall be deemed to be prevailing party on any of the claims asserted in or related to this lawsuit.
2. The Parties further understand and agree that Plaintiff Civil Rights Department is subject to the California Public Records Act and that this Agreement constitutes a public record of a type that is generally required to be disclosed upon request. This Settlement Agreement is not confidential.
3. Dismissal of Action.
 - a. Plaintiff Civil Rights Department (“CRD” or “Plaintiff”) or Plaintiff-Intervenor will file a Notice of Settlement with the Los Angeles Superior Court in which the Lawsuit is pending within seven (7) calendar days of the exchange of a fully executed copy of the Settlement Agreement.

The Parties agree to request that the Court retain jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce the remaining terms of this Agreement and enter judgment to the extent that this Agreement has been breached, in the event any party fails to comply with all the obligations of the Settlement Agreement. The Parties agree to sign and submit a Stipulation in the form attached as Exhibit A, requesting that the Court retain jurisdiction for this purpose.

- b. The CRD will file the Stipulation with the Notice of Settlement. Within seven (7) days of the Effective Date, and before the filing of the Request for Dismissal, the Parties will request the Court to retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the Settlement have occurred. (See, *Wackeen v. Malis* (2002) 97 Cal.App.4th 429; *Sayta v. Chu* (2017) 17 Cal.App.5th 960.)

- c. Plaintiff and Plaintiff-Intervenor shall execute and file a Request for Dismissal with prejudice of the Lawsuit within ten (10) calendar days of receipt of the Settlement Sum (as defined below). Plaintiff and Plaintiff-Intervenor shall provide proof of the filing to Defendant Peter D. Luke Jr., in pro se, and Defendant's counsel.
4. Release by Plaintiff CRD to Defendants. Plaintiff acknowledges that in exchange for the consideration identified in the Settlement Agreement, CRD releases Defendants from all claims and causes of action it has brought in the Lawsuit and all claims and causes of action arising from the underlying administrative complaints filed by the Plaintiff-Intervenor with the CRD (Matter numbers 202107-14114208 and 202204-16855229).

Plaintiff-Intervenor and Defendant may enter into a separate agreement; however, CRD and the State of California are not a party to any such separate agreement. CRD reserves, and does not waive, its right to process, investigate, or prosecute any other administrative complaints filed against any of the other Parties in this Lawsuit.

5. Affirmative Relief.

- a. Defendants will comply with all federal and state fair housing laws and will not intentionally or knowingly violate federal and state fair housing laws.
- b. Within 120 days of the Effective Date, Defendant Peter F. DeLuke Jr. will attend fair housing training at his own cost.
- c. Within 120 days of the Effective Date, Defendant Peter F. DeLuke Jr. will attend anger management training or anger management program at his own cost.
- d. Within 120 days of the Effective Date, Defendant Peter F. DeLuke Sr., as trustee of the Peter F. DeLuke Trust will attend or assign a designee to attend fair housing training at his own cost.
- e. Within 10 days of the Effective Date, Defendant Peter D. DeLuke Jr. will provide tenants, housemates, or any other residents of the property located at 2920 Clarissa Court, Lemon Grove, California 91945 ("Subject Property") with a copy of CRD's Fair Housing Fact Sheet (CRD-H03P-ENG). For the next three (3) years from the Effective Date, Mr. DeLuke Jr. will provide all prospective tenants, housemates, or any other residents of the Subject Property with a copy of CRD's Fair Housing Fact Sheet within 10 days of that person(s) moving to the Subject Property.

6. Monetary Terms.

- a. In exchange for the promises contained in this Agreement, Defendants will pay Plaintiff-Intervenor the total sum of \$20,000 ("Settlement Payment") for settlement of all claims for damages, attorneys' fees and costs contained in, or arising out of, the Action. The Settlement Payment will be made within 10 days of the Effective Date.

- b. Defendants will pay the Settlement Payment by check made payable to “Attorney Client Trust Account of Legal Aid Society of San Diego, Inc.”. Defendants will deliver the Settlement Payment to:

Abdifatah Abdullahi
c/o Hilary Schwartz, Esq.
Legal Aid Society of San Diego, Inc.
110 Euclid Avenue
San Diego, CA 92114

- c. In the event the due date for the Settlement Payment falls on a weekend of holiday, the due date will be extended to the next business day.
7. The Parties acknowledge that this Settlement Agreement represents the sole and entire agreement between all Parties—CRD, Plaintiff-Intervenor, and Defendants—and supersedes all prior agreements, negotiations, and discussions between all Parties’ respective counsel with respect to this Lawsuit except any separate agreements entered into concurrently with or after this Settlement Agreement between Plaintiff-Intervenor and Defendants. In signing this Settlement Agreement, all Parties agree that they have not relied on any other promises, inducement, or representations, other than as expressly set forth herein. The Parties further agree and understand that this agreement may only be modified in a writing signed by all Parties.
8. The Parties understand and agree that upon the Effective Date, this Settlement Agreement is not confidential and that its terms and conditions may be publicly disclosed. CRD, as a public agency, has a responsibility to retain the right to publicize the contents of this Settlement Agreement through various means including but not limited to, issuing press releases, reporting outcomes to the California Legislature and Governor’s Office, and other forms of outreach.
9. In signing this Settlement Agreement, the Parties acknowledge that neither CRD nor any of its agents or employees has served as an attorney or a tax advisor to any party. The Parties further acknowledge that each party has the right to seek tax advice, and to review this Settlement Agreement with a tax attorney prior to signing.
10. If any provision of this Settlement Agreement is held to be invalid and/or unenforceable, this Settlement Agreement shall be considered as if the invalid and/or unenforceable provision did not exist, with all remaining portions considered valid, binding, and enforceable.
11. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, without giving regard to its conflict of law rules. Any action to enforce this Agreement shall be brought only in the San Diego Superior Court.
12. The Parties agree that the Settlement Agreement is judicially enforceable pursuant to Code of Civil Procedure section 664.6. Should any party fail to comply with its obligations under this Settlement Agreement, in whole or in part, or bring an action seeking to enforce rights released by this Settlement Agreement, the prevailing party

shall be entitled to their reasonable attorneys' fees and costs resulting from any motion to enforce this Settlement Agreement.

13. By their respective signatures, the Parties acknowledge that:

- a. they have carefully read and fully understand all the provisions of this Agreement;
- b. they are voluntarily entering into this Settlement Agreement with full knowledge of the rights they may be waiving;
- c. they have entered into this Settlement Agreement based on their own judgment; and
- d. they have not relied upon any representations or promises not contained in this Settlement Agreement.

14. The terms of this Settlement Agreement are contractual and enforceable and are not mere recitals.

15. Each person signing this Settlement Agreement warrants that they have the authority to bind the Party on whose behalf the person has signed. In signing this Settlement Agreement, the Parties agree, understand, and intend that it shall be binding and enforceable as permitted under the law.

16. This Settlement Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, whether by fax, electronic, and/or email signatures, all of which shall be acceptable signatures for purposes of binding the Parties to the terms of this Settlement Agreement. All counterparts shall together constitute one and the same Settlement Agreement.

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17. Nothing in this Settlement Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Settlement Agreement on any persons other than the Parties and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Settlement Agreement.

IT IS SO AGREED:

DATED: 8/1/2023



AZADEH HOSSEINIAN, Attorney for Plaintiff CRD

DATED: 08/01/2023



SignNow e-signature ID: 55c1756878...
08/02/2023 01:22:47 UTC
ABDIFATAH ABDULLAHI, Plaintiff-Intervenor

DATED: 7/31/2023



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PETER F. DELUKE SR., Defendant

DATED: 8/1/2023



ID SMb1JGSWEJLtyvbVvb91Rack
PETER F. DELUKE JR., Defendant