

# Exhibit A

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[EXEMPT FROM FILING FEES  
UNDER GOV. CODE, § 6103]

*Attorneys for the People of the State of California*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
KERN COUNTY

**THE PEOPLE OF THE STATE OF CALIFORNIA,**  
  
Plaintiff,  
  
v.  
  
**BTS HOLDING, LLC, H. ST. BAKERS HOLDING LLC, PORTFOLIO BAKERS GROUP LLC, JACK AMIN,**  
  
Defendants.

Case No.  
  
**[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION**

The People of the State of California (“People”), appearing through their attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorney General Rachel Foodman, and BTS Holding, LLC, H. St. Bakers Holding LLC, Portfolio Bakers Group LLC, and Jack Amin (or “Defendants”), appearing through their attorney, Anthony E. Bell of Borton Petrini, LLP, having stipulated to the entry of this Judgment by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or

1 an admission by Defendants regarding any issue of law or fact alleged in the Complaint, without  
2 Defendants admitting any liability regarding allegations of violations that occurred prior to entry  
3 of this Judgment, and with all parties having waived their right to appeal from the Judgment, and  
4 the Court having considered the matter and good cause appearing:

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

6 1. This Court has jurisdiction over the allegations and subject matter of the People's  
7 Complaint filed in this action, and the parties to this action; venue is proper in this County; and  
8 this Court has jurisdiction to enter this Judgment.

9 2. Defendants do not admit to any violations of law alleged in the Complaint.

10 **INJUNCTION**

11 3. Nothing in this Judgment alters the requirements of federal or state law to the  
12 extent they offer greater protection to consumers.

13 4. The injunctive provisions of this Judgment shall become effective immediately  
14 upon entry of this Judgment and shall apply to Defendants as well as their successors and the  
15 assigns of all or substantially all of the assets of their businesses, and their directors, officers,  
16 employees, agents, independent contractors, and representatives.

17 5. Defendants shall be and hereby are enjoined and restrained, under Business and  
18 Professions Code section 17203, from directly or indirectly engaging in any act or practice that  
19 violates the Tenant Protection Act, Civil Code sections 1946.2, 1947.12, or 1947.13, the Fair  
20 Employment and Housing Act, Government Code section 12900, *et seq.*, or any other state or  
21 local ordinance that governs residential rental housing.

22 6. Within 30 days of the entry of this Judgment, Defendants shall, for each tenant  
23 who was subject to an unlawful rent increase as described in the Complaint and who still occupies  
24 his or her unit, reduce rent to its January 1, 2022 level, plus one lawful increase at the rate  
25 currently permitted under the Tenant Protection Act (9.2% as of the date of the Judgment), unless  
26 that re-set would result in a rent increase in which case the tenant's rent shall be re-set at its  
27 current level. Defendants shall notify each tenant of the new rent amount either by delivering a  
28

1 written notice to the tenant personally, or by serving a copy by mail under the procedures  
2 prescribed in Section 1013 of the Code of Civil Procedure.

3 7. For two years following entry of this Judgment, Defendants shall provide reports  
4 annually to the Attorney General. The first compliance report shall be provided one calendar year  
5 after entry of this Judgment, and the second compliance report shall be provided one calendar  
6 year after production of the initial report, unless the parties agree in writing to a different  
7 schedule. The reports shall detail each of the following:

- 8 A. The amount, percentage, date of notice, and effective date of all rent  
9 increases issued in the prior year to tenants residing at any residential rental  
10 property that was owned by Defendants;
- 11 B. Copies of any notice to terminate tenancy, other than for nonpayment of  
12 rent, provided in the prior year to all tenants who receive assistance  
13 through a Section 8 Housing Choice Voucher and who reside at any  
14 property owned by Defendants;
- 15 C. Copies of all notices to terminate tenancy based on a substantial remodel as  
16 defined by Civil Code section 1946.2, subdivision (b)(2)(D) provided in  
17 the prior year to any tenants at a property owned by Defendants, and all  
18 documents and photos substantiating the need to remodel or demolish the  
19 unit;
- 20 D. A list of all prospective tenants who applied, within the prior year, to a  
21 property owned by Defendants and indicated that they intend to pay rent at  
22 least in part using a Section 8 Housing Choice Voucher. The list shall  
23 include the address of the unit, the owner of the unit, the outcome of the  
24 application, and the reason for any denial.

25 **MONETARY PROVISIONS**

26 8. Defendants shall pay a total of \$20,000 in civil penalties under Business and  
27 Professions Code section 17206. Payment shall be made within 45 calendar days of the date of  
28 entry of this Judgment, pursuant to instructions provided by the Attorney General. These funds

1 shall be allocated in accordance with section 17206, subdivision (c), of the Business and  
2 Professions Code, and the state's portion of these funds and any interest accrued thereon shall be  
3 for the exclusive use of the Attorney General for the enforcement of consumer protection laws,  
4 pursuant to section 17206, subdivision (c)(4), of the Business and Professions Code.

5 9. Defendants have certified that they have paid a total of \$48,000 in restitution under  
6 Business and Professions Code section 17203. Specifically, pursuant to instructions provided by  
7 the Attorney General, Defendants sent a restitution payment by certified mail, or provided an  
8 equivalent rent credit, to each tenant identified in the Attorney General's investigation who 1)  
9 received an unlawful notice to terminate tenancy based on substantial remodel, 2) was subject to  
10 an unlawful rent increase, or 3) received security deposit refunds more than 21 days after vacating  
11 their units.

12 10. If any restitution payment to a tenant is returned as undeliverable either before or  
13 after the entry of this Judgment, Defendants shall notify the Attorney General and re-mail a  
14 restitution check to any forwarding address provided by the U.S. Postal Service, or to another  
15 address specified by the Attorney General. Defendants will cooperate with any additional efforts  
16 by the Attorney General in locating victim tenants.

17 11. Within 90 days after initial mailing of restitution offers, Defendants shall report to  
18 the Attorney General on the status of all restitution payments, including an accounting of any  
19 payments that have not been cashed or deposited, and shall provide the Attorney General copies  
20 of all checks and certified mail forms. Any restitution funds unclaimed after six (6) months from  
21 the date of the corresponding payment shall be remitted to the Attorney General pursuant to  
22 instructions provided by the Attorney General. Those funds may be used, at the sole discretion of  
23 the Attorney General, to pay additional restitution in this matter or for the Attorney General's  
24 enforcement of consumer protection laws.

25 **ADDITIONAL PROVISIONS**

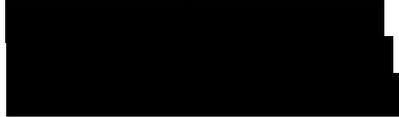
26 12. Jurisdiction is retained by the Court for the purpose of enabling any party to the  
27 Judgment to apply to the Court at any time for such further orders and directions as may be  
28 necessary or appropriate for the construction or the carrying out of this Judgment, for the

1 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,  
2 and for the punishment of violations hereof, if any.

3 13. Any notices required to be sent to the People or to Defendants under this Judgment  
4 shall be sent by email to the following. Any party may update its designee or address by sending  
5 written notice to the other party informing them of the change.

6 a. For the People of the State of California:

7 Deputy Attorney General Rachel Foodman  
8 Deputy Attorney General Michael Novasky  
9 Supervising Deputy Attorney General Tina Charoenpong  
10 Consumer Protection Section  
11 Office of the Attorney General  
12 455 Golden Gate Ave, Suite 11000  
13 San Francisco, CA 94102



14 b. For Defendants:

15 Jack Amin  
16 6465 Corvette Street  
17 Commerce CA 90040  
18 mgmtbts@gmail.com

19 *With a copy to:*

20 Anthony E. Bell  
21 Borton Petrini, LLP  
22 5060 California Ave, Suite 700  
23 Bakersfield, CA 93309  
24 abell@bortonpetrini.com

25 14. The clerk is ordered to enter this Judgment forthwith.

26 ORDERED AND ADJUDGED at Bakersfield, California.

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

28 \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT