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California*

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

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF YUBA

11
12 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

14 v.

16 **RICHARD J. GHERMAN,**

Defendant

Case No. CVCV24-00734

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

18
19 Plaintiff the People of the State of California (“People”), appearing through their attorney,
20 Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General Hunter
21 Landerholm, Rachel A. Foodman, and Michael Novasky, and Defendant Richard J. Gherman
22 (“Defendant”), appearing through his attorney Resnick & Lewis, P.C., by Kimberly Allen,
23 stipulate as follows:

24 1. The Final Judgment and Permanent Injunction (“Judgment”), a true and correct
25 copy of which is attached hereto as Exhibit A, may be entered by any judge of the Yuba County
26 Superior Court.

27 2. Concurrently with the filing of this Stipulation, the People have filed their
28 Complaint in this matter, alleging that Defendant committed violations of Business and

1 Professions Code section 17200 et seq.

2 3. Defendant Richard J. Gherman neither admits nor denies wrongdoing or liability
3 of any kind but has agreed to resolve the allegations contained in the People’s Complaint by
4 entering into the Judgment.

5 4. The People and Defendant (collectively, “Parties”) stipulate that the Court has
6 jurisdiction over the subject matter of this action and jurisdiction over the parties to this action.
7 Venue is proper in this Court.

8 5. The Parties stipulate that the Court shall retain jurisdiction for the purpose of
9 enabling either party to the Judgment to apply to the Court at any time for such further orders and
10 directions as may be necessary or appropriate for the construction or the carrying out of this
11 Judgment, for the modification of any of the injunctive provisions hereof, for enforcement of
12 compliance herewith, and for the punishment of violations hereof, if any.

13 6. The Parties have agreed on a basis for settlement of the matters alleged in the
14 Complaint. The Parties agree to entry of the Judgment without the need for trial, discovery in this
15 action, or adjudication of any issue of law or fact. Defendant enters into this Judgment freely and
16 without coercion. Defendant acknowledges that he is able to abide by the provisions of the
17 Judgment. Defendant further acknowledges that a violation of this Judgment may result in
18 additional relief under section 17207 of the Business and Professions Code.

19 7. The People and Defendant waive their right to move to set aside the Judgment
20 through any collateral attack, and further waive their right to appeal from the Judgment. Nothing
21 herein shall waive any right to appeal from any decision in connection with a future effort to
22 enforce the Judgment.

23 8. The People may submit the Judgment to any judge or commissioner of the Court
24 for approval and signature, during the Court’s *ex parte* calendar or through the Court’s e-filing
25 system. Defendant waives the right to any personal notice of any such *ex parte* or electronic
26 submission of the Judgment to the Court.

27 9. Defendant will accept service of any Notice of Entry of Judgment entered in this
28 action by electronic delivery to his attorney Kimberly Allen, at kallen@rlattorneys.com, and

1 agrees that service of the Notice of Entry of Judgment will be deemed personal service upon
2 Defendant for all purposes.

3 10. The individuals signing below represent that they have been authorized by the
4 parties they represent to sign this Stipulation.

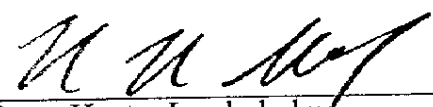
5 11. This Stipulation may be executed in counterparts, and the Parties agree that a
6 facsimile signature shall be deemed to be, and shall have the same force and effect as, an original
7 signature.

8 SO STIPULATED.

9 **For Plaintiff the People of the State of California**

10 Dated: 4/19/2024

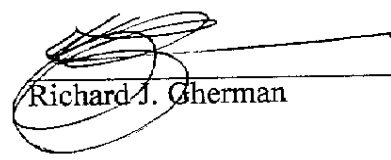
ROB BONTA, California Attorney General



11
12
13 By: Hunter Landerholm
14 Deputy Attorney General
15 Attorney for Plaintiff

16 **For Defendant Richard J. Gherman**


17 Dated: MAY 6, 2024



18
19
20 Richard J. Gherman

21 Dated: May 6, 2024

RESNICK & LEWIS, P.C



22
23
24 By: Kimberly Allen, Esq.
25 Attorneys for Defendant
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EXHIBIT A

[Proposed] Final Judgment & Permanent Injunction

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

RICHARD J. GHERMAN,

Defendant

Case No. CVCV24-00734

[PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION

Plaintiff, the People of the State of California (“People”), appearing through their attorney, Rob Bonta, Attorney General of the State of California, by Deputy Attorneys General Hunter Landerholm, Rachel A. Foodman, and Michael Novasky, and Defendant Richard J. Gherman (“Defendant”), appearing through his attorney Resnick & Lewis, P.C., by Kimberly Allen, 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 an admission by Defendant Richard J. Gherman regarding any issue of law or fact alleged in the Complaint, without Defendant Richard J. Gherman admitting any liability regarding allegations of violations that occurred prior to entry of this Judgment, with all parties having waived their right to appeal from the Judgment, and the Court having considered the matter and good cause

1 appearing:

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

3 1. This Court has jurisdiction over the allegations and subject matter of the People’s
4 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
5 this Court has jurisdiction to enter this Judgment.

6 2. Nothing in this Judgment alters the requirements of federal or state law to the
7 extent they offer greater protection to consumers.

8
9 **DEFINITIONS**

10 3. For purposes of this Final Judgment and Permanent Injunction, the terms in this
11 section are defined as set forth in this Definitions section.

12 4. “APPLICABLE UNIT” shall mean any residential real property, including without
13 limitation a unit in a residential apartment complex, in which Defendant holds any ownership
14 interest.

15 5. “EVICTION NOTICE” shall mean a notice required to be served by Code of Civil
16 Procedure section 1161, or any amendment or recodification thereof.

17 6. “TENANCY TERMINATION ACTION” shall mean any action taken to terminate
18 a tenant’s tenancy in an APPLICABLE UNIT, including without limitation:

19 a. Drafting, serving, or causing to be served an EVICTION NOTICE; and

20 b. Any action taken in furtherance of the filing or prosecution of an unlawful
21 detainer action, or other eviction action, in a California Superior Court.

22
23 **MONETARY PROVISIONS**

24 7. Defendant shall pay the aggregate sum of \$17,500, as further described below.
25 Payment shall be made within 45 calendar days of the date of entry of this Judgment, pursuant to
26 instructions provided by the Attorney General.

27 a. Of the aggregate sum, Defendant shall pay a total of \$2,000 in civil penalties under
28 Business and Professions Code section 17206.

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b. Of the aggregate sum, Defendant shall pay a total of \$15,500 in restitution under Business and Professions Code section 17203.

c. At the Attorney General’s sole discretion, undistributed funds paid under this paragraph shall be deposited into the Unfair Competition Fund for the enforcement of consumer protection laws.

INJUNCTION

8. The injunctive provisions of this Judgment shall become effective immediately upon entry of this Judgment and shall apply to Defendant as well as his successors and the assigns of all or substantially all of the assets of his businesses; and his agents, independent contractors, partners, associates, and the representatives of each of them.

9. Under Business and Professions Code sections 17203 and 17535, Defendant is hereby permanently enjoined and restrained from directly or indirectly engaging in any act or practice that violates the Tenant Protection Act, Civil Code sections 1946.2, 1947.12, or 1947.13, or any other state law or local ordinance that governs residential rental housing.

10. Before taking any TENANCY TERMINATION ACTION with respect to an APPLICABLE UNIT based on an intent to substantially remodel residential real property, Defendant shall engage the services of a licensed contractor to evaluate and document the need for the remodel, including a statement of the work to be performed and an estimate of the required time for each aspect of the work.

11. Before taking any TENANCY TERMINATION ACTION with respect to an APPLICABLE UNIT based on an intent to substantially remodel residential real property, Defendant shall obtain the necessary permits from the applicable department of local government.

12. Any EVICTION NOTICE terminating a tenancy at an APPLICABLE UNIT on the basis of an intent to substantially remodel the residential real property shall include, without limitation, all of the following:

a. A copy of the necessary permits required to undertake the remodel.

- 1 b. A description of the substantial remodel to be completed, the approximate
2 expected duration of the substantial remodel, why the work cannot reasonably be
3 accomplished in a safe manner with the tenant in place, and why the work requires
4 the tenant to vacate the property for at least 30 days.
- 5 c. The following statement: “If the substantial remodel of your unit as described in
6 this notice of termination is not commenced or completed, the owner must offer
7 you the opportunity to re-rent your unit with a rental agreement containing the
8 same terms as your most recent rental agreement with the owner at the rental rate
9 that was in effect at the time this notice is served. You must notify the owner
10 within thirty (30) days of receipt of the offer to re-rent of your acceptance or
11 rejection of the offer, and, if accepted, you must reoccupy the unit within thirty
12 (30) days of notifying the owner of your acceptance of the offer.”
- 13 d. A notice that if the tenant is interested in reoccupying the rental unit following the
14 substantial remodel, the tenant shall inform the owner of the tenant’s interest in
15 reoccupying the rental unit following the substantial remodel, and provide the
16 owner the tenant’s address, telephone number, and email address.
- 17 e. All other information required to be provided by applicable law.

18 13. Within fourteen (14) days after completion of any substantial remodel undertaken
19 after issuance of an EVICTION NOTICE specifying substantial remodel as cause for eviction,
20 Defendant shall provide the former tenant(s) with a written description of the work that was
21 completed, along with the most recent date that any work was conducted at the property and the
22 dates of any inspections that were conducted by the applicable department of local government.

23 14. If, following termination of tenancy after issuance of an EVICTION NOTICE
24 specifying substantial remodel as cause for eviction, no substantial remodel is completed,
25 Defendant shall offer the former tenant(s) the opportunity to re-rent the APPLICABLE UNIT
26 under a rental agreement containing the same terms as the most recent rental agreement and at the
27 rental rate that was in effect at the time the notice of termination was served. Defendant shall not
28 rent the APPLICABLE UNIT to any other tenant until the earliest of: (1) at least 30 days

1 following the former tenant(s) receipt of such offer, or (2) the former tenant(s)' rejection of such
2 offer.

3
4 **REPORTING PROVISIONS**

5 15. Defendant shall provide an annual compliance report to the California Attorney
6 General's Office for three years. Defendant shall provide the first report one year after the date of
7 entry of this Judgment. Each annual report shall certify Defendant's compliance with the
8 Judgment, and shall contain, at a minimum:

- 9 a. All EVICTION NOTICES served on tenants residing in any APPLICABLE
10 UNIT, other than EVICTION NOTICES for nonpayment of rent; and
11 b. Documentation substantiating any planned substantial remodel that is the basis of
12 any EVICTION NOTICE served on a tenant residing in an APPLICABLE UNIT.

13
14 **ADDITIONAL PROVISIONS**

15 16. Upon Defendant's provision of the third and final annual compliance report
16 pursuant to Paragraph 15, or three years after entry of this Judgment, whichever is later,
17 Paragraphs 10–14 of the Judgment shall expire, except that the People may move the Court to
18 extend or reinstate any such Paragraphs and the Court shall grant such motion on a showing of
19 Defendant's substantial noncompliance with any term of the Judgment.

20 17. Defendant shall cooperate with the People in any investigation concerning
21 compliance with this Judgment. Nothing herein precludes or affects the People's right to
22 determine and ensure compliance with this Judgment, or to seek enforcement or penalties for any
23 violations of this Judgment.

24 18. Jurisdiction is retained by the Court for the purpose of enabling either party to the
25 Judgment to apply to the Court at any time for such further orders and directions as may be
26 necessary or appropriate for the construction or the carrying out of this Judgment, for the
27 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,
28 and for the punishment of violations hereof, if any.

1 19. Any notices or reports required to be sent to the People, the California Attorney
2 General's Office, or to Defendant under this Judgment shall be sent by email and first class mail
3 to the following. Any party may update its designee or address by sending written notice to the
4 other party informing them of the change.

5 a. For the People of the State of California and the California Attorney General's
6 Office:

7 Deputy Attorney General Hunter Landerholm
8 Consumer Protection Section
9 Office of the Attorney General
10 1515 Clay Street, Suite 2000
11 Oakland, CA 94612

12 Hunter.Landerholm@doj.ca.gov
13 Rachel.Foodman@doj.ca.gov
14 Michael.Novasky@doj.ca.gov
15 Tina.Charoenpong@doj.ca.gov

16 b. For Defendant:

17 Kimberly Allen, Esq.
18 RESNICK & LEWIS, P.C.
19 9891 Irvine Center Drive
20 Suite 200
21 Irvine, CA 92618

22 kallen@rlattorneys.com

23 20. The clerk is ordered to enter this Judgment forthwith.

24 ORDERED AND ADJUDGED at Marysville, California.

25 DATED: _____

26 _____
27 JUDGE OF THE SUPERIOR COURT,
28 COUNTY OF YUBA