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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

BOSANEK ENTERPRISES INC. (DBA HERITAGE PROPERTY MANAGEMENT SERVICES),

Defendant

Case No. CVCV24-00732

STIPULATION FOR ENTRY OF 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 Bosanek Enterprises Inc. (dba Heritage Property Management Services) (“Defendant”), appearing through its attorney O’Hagan Meyer LLP, by David Davidson, stipulate as follows:

1. The Final Judgment and Permanent Injunction (“Judgment”), a true and correct copy of which is attached hereto as Exhibit A, may be entered by any judge of the Yuba County Superior Court.
2. Concurrently with the filing of this Stipulation, the People have filed their

1 Complaint in this matter, alleging that Defendant committed violations of Business and
2 Professions Code section 17200 et seq.

3 3. Defendant neither admits nor denies wrongdoing or liability of any kind but has
4 agreed to resolve the allegations contained in the People's Complaint by entering into this
5 Stipulation and the Judgment.

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

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

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

20 7. The People and Defendant waive their right to move to set aside the Judgment
21 through any collateral attack, their right to appeal from the Judgment, and their right to seek
22 damages and attorney's fees for the claims asserted in the Complaint. Nothing herein shall waive
23 any right to appeal from any decision in connection with a future effort to enforce the Judgment.

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

28 9. Defendant will accept service of any Notice of Entry of Judgment entered in this

1 action by electronic delivery to its attorney David Davidson, O'Hagan Meyer LLP, at
2 ddavidson@ohaganmeyer.com, and agrees that service of the Notice of Entry of Judgment will be
3 deemed personal service upon Defendant for all purposes.

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

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

9 12. It is the intent of the Parties that this Stipulation cannot be relied upon by a third
10 party to establish fault or liability for a claim made by a third party, and that this Stipulation shall
11 not have any res judicata or collateral estoppel effect on any claim made by a third party.

12 SO STIPULATED.

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

14 Dated: 4/19/2024

15 ROB BONTA, California Attorney General

16 

17 By: Hunter Landerholm
18 Deputy Attorney General
19 Attorney for Plaintiff

20 **For Defendant Bosanek Enterprises Inc. dba Heritage Property Management Services**

21 Dated: 4/22/24

22 BOSANEK ENTERPRISES INC.

23 

24 By: CHRISTINE BOSANEK

25 Its: PRESIDENT

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Dated: May 1, 2024

O'HAGAN MEYER LLP



By: David Davidson, Esq.
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.

BOSANEK ENTERPRISES INC. (DBA HERITAGE PROPERTY MANAGEMENT SERVICES),

Defendant

Case No. CVCV24-00732

[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 Bosanek Enterprises Inc. (dba Heritage Property Management Services) (“Defendant”), appearing through its attorney O’Hagan Meyer LLP, by David Davidson, 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 regarding any issue of law or fact alleged in the Complaint, without Defendant admitting any liability regarding allegations of violations that occurred prior to entry of this Judgment, with all parties having

1 waived their right to appeal from the Judgment, and the Court having considered the matter and
2 good cause appearing:

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

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

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

9
10 **DEFINITIONS**

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

13 4. “EVICTION NOTICE” shall mean a notice required to be served by Code of Civil
14 Procedure section 1161.

15 5. “NO-FAULT JUST CAUSE FOR EVICTION” shall mean lawful grounds for
16 terminating a residential tenancy in which the tenant is not at fault, as established by applicable
17 state or local law, including without limitation Civil Code section 1946.2, subdivision (b),
18 paragraph (2), or any amendment or recodification thereof, including without limitation the
19 enacted amendments of Senate Bill 567 (2023) that become effective on April 1, 2024.

20 6. “REASONABLE STEPS” shall mean all steps that a reasonably prudent
21 residential property manager would take to ensure (1) the factual and legal sufficiency of an
22 intended NO-FAULT JUST CAUSE FOR EVICTION, and (2) that such factual and legal
23 sufficiency is communicated to the applicable tenant as part of any TENANCY TERMINATION
24 ACTION. Where relevant, REASONABLE STEPS shall include, at a minimum, and without
25 limitation, all of the following.

26 a. In the event of a contemplated TENANCY TERMINATION ACTION on
27 the basis of intent to occupy the residential real property by the owner or a family member
28 of the owner, disclosure of the name and relationship to the owner of the individual(s)

1 intending to occupy the residential real property in any EVICTION NOTICE provided to
2 the tenant(s).

3 b. In the event of a contemplated TENANCY TERMINATION ACTION on
4 the basis of a governmental order that necessitates vacating the residential real property,
5 disclosure of the date of the order and the name of the agency or court that has issued that
6 order in any EVICTION NOTICE provided to the tenant(s).

7 c. In the event of a contemplated TENANCY TERMINATION ACTION on
8 the basis of intent to remodel the residential real property, disclosure in any EVICTION
9 NOTICE provided to the tenant(s) of (i) all remodeling activities that the owner intends to
10 carry out in the residential real property, (ii) any structural, electrical, or mechanical
11 systems that would be affected by the remodeling, (iii) the approximate expected duration
12 of the remodel, and (iv) a copy of the permit or permits required to undertake the remodel.

13 7. "TENANCY TERMINATION ACTION" shall mean any action taken to terminate
14 a tenant's tenancy in residential real property, including without limitation:

15 a. Drafting, serving, or causing to be served a notice required by Code of
16 Civil Procedure section 1161, or any amendment or recodification thereof; and

17 b. Any action taken in furtherance of the filing or prosecution of an unlawful
18 detainer action in a California Superior Court.

19
20 **INJUNCTION**

21 8. The injunctive provisions of this Judgment shall become effective immediately
22 upon entry of this Judgment and shall apply to Defendant as well as its subsidiaries; its successors
23 and the assigns of all or substantially all of the assets of its businesses; and its directors, officers,
24 employees, agents, independent contractors, partners, associates, and the representatives of each
25 of them.

26 9. Under Business and Professions Code sections 17203 and 17535, Defendant is
27 hereby permanently enjoined and restrained, in connection with residential property management
28 or leasing activities in California, from directly or indirectly engaging in any act or practice that

1 violates the Tenant Protection Act, Civil Code sections 1946.2, 1947.12, or 1947.13, or any other
2 state law or local ordinance that governs residential rental housing.

3 10. Before taking any TENANCY TERMINATION ACTION based on a NO-FAULT
4 JUST CAUSE FOR EVICTION, whether taken at Defendant's discretion or at an owner's
5 discretion, Defendant shall take REASONABLE STEPS to ensure the factual and legal
6 sufficiency of the NO-FAULT JUST CAUSE FOR EVICTION, and to ensure that the basis for
7 such eviction is communicated in any EVICTION NOTICE served on the tenant(s).

8 11. For four years following entry of this Judgment, Defendant shall obtain and
9 preserve all documentation, including photographs, necessary to substantiate the basis for any
10 TENANCY TERMINATION ACTION made on the basis of a NO-FAULT JUST CAUSE FOR
11 EVICTION.

12 12. Within six months following entry of this Judgment, Defendant shall facilitate
13 trainings for all persons currently employed by Defendant regarding their obligations under the
14 landlord-tenant laws governing residential real property of this state and of any localities in which
15 Defendant engages in the property management business. Such trainings shall also be provided on
16 an ongoing basis to every newly hired employee within one month following the date of hire.

17
18 **ADDITIONAL PROVISIONS**

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

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

28

1 15. No earlier than ten years following entry of this Judgment, Defendant may, by
2 noticed motion in compliance with this section, request an order for a partial sunset of the
3 injunctive terms set forth in paragraphs 10 and 12 of the Judgment. Defendant shall serve the
4 moving papers and any supporting declarations or other evidence on the Attorney General no
5 later than 30 days prior to the hearing date. The Court shall grant the motion and order the entry
6 of a modified Judgment that deletes paragraphs 10 and 12 only upon a showing that Defendant
7 has complied with those paragraphs of the Judgment. Defendant shall bear the burden of
8 demonstrating compliance.

9 16. This Judgment is made without trial or adjudication of any issue of fact or law or
10 finding of liability of any kind. The parties intend this Judgment to be for the benefit of the
11 parties, and that no part of this Judgment shall create, waive, or limit a private cause of action, or
12 confer any right to any third party for violation of any federal or state statute. This Judgment shall
13 not be construed or used as a waiver or limitation of any defense otherwise available to Defendant
14 in any other action, or of Defendant's right to defend itself from, or make any arguments in any
15 other action. Notwithstanding the foregoing, the People may file an action to enforce the terms of
16 this Judgment.

17 17. Any notices required to be sent to the People or to Defendant under this Judgment
18 shall be sent by email and first class mail to the following. Any party may update its designee or
19 address by sending written notice to the other party informing them of the change.

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

21 Deputy Attorney General Hunter Landerholm
22 Consumer Protection Section
23 Office of the Attorney General
24 455 Golden Gate Ave, Suite 11000
25 San Francisco, CA 94102

26 Hunter.Landerholm@doj.ca.gov
27 Rachel.Foodman@doj.ca.gov
28 Michael.Novasky@doj.ca.gov
 Tina.Chaoenpong@doj.ca.gov

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b. For Defendant:

David Davidson, Esq.
O'Hagan Meyer LLP
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626

ddavidson@ohaganmeyer.com

18. The clerk is ordered to enter this Judgment forthwith.

ORDERED AND ADJUDGED at Marysville, California.

DATED: _____

JUDGE OF THE SUPERIOR COURT,
COUNTY OF YUBA