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County of Los Angeles
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By: T. Le Deputy

***Exempt from filing fees pursuant to Government Code section 6103***

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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| **THE PEOPLE OF THE STATE OF CALIFORNIA ex rel. ROB BONTA, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA,**<br><br>Plaintiff,<br><br>**v.**<br><br>**WRIGHT EQUITIES, INC., A CALIFORNIA CORPORATION,**<br><br>Defendant. | Case No. 26STCV33754<br><br>**[~~PROPOSED~~] STIPULATED JUDGMENT**<br><br>Dept: 734<br>Judge: Christopher K. Lui |

California, by and through Rob Bonta, the Attorney General of the State of California (the Attorney General), and Defendant WRIGHT EQUITIES, INC. ("Defendant"), having stipulated to the entry of this Judgment[1], without the Judgment constituting evidence of or admission by Defendant regarding any issue of law or fact alleged in the People's Complaint on

[1] The term "Judgment" will be used throughout and refers to this stipulated Judgment.

file in this action or any of the allegations or conclusions set forth therein, and without Defendant admitting any liability, with all parties having waived their right to appeal, and with the Court having considered the matter and good cause appearing,

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

1. The Court has jurisdiction over the allegations and subject matter of the Complaint and over the parties to this action; venue is proper in this County; and the Court has authority to enter the Judgment.

2. This Judgment applies solely to Defendant's operations in the State of California.

3. Defendant is permanently enjoined from violating:

   a) Any law or regulation, including but not limited to all federal, state, and local fair housing laws; and

   b) The causes of action in the People's complaint

4. During the minimum four-year term of this Judgment and any subsequent period during which the Judgment remains in effect, as specified in Section XV, Defendant shall implement and carry out the terms and affirmative relief set forth in this Judgment.

5. This Judgment shall be binding on Defendant, together with its officers, employees, staff, agents, partners, members, managers, volunteers, representatives, attorneys, subsidiaries, predecessors, successors, and any other persons or entities acting or purporting to act on Defendant's behalf, in connection with the management of residential rental properties in California.

6. Should Defendant sell or transfer any portion of its ownership interest in Wright Equities, Inc. other than through an arms-length transaction, the buyer or transferee shall assume the obligations, duties, and responsibilities of Defendant set forth in this Judgment. Defendant shall, at least thirty (30) days prior to completion of any such non-arms-length sale or transfer: (a) provide an endorsed filed copy of the Judgment to each prospective buyer or transferee; and (b) obtain a written agreement from the buyer(s) or transferee(s) that he/she/it/they will assume all obligations, duties, and responsibilities upon transfer of ownership of Wright Equities, Inc.

Defendant shall provide written notice to the Office of the Attorney General, by first class mail with a courtesy copy by electronic mail to counsel of record, referencing the Attorney General's Office's docket number "LA2021601955" of its intent to sell or transfer any portion or the entirety of such ownership interests as well as each buyer's and transferee's name, address and telephone number, and proof of compliance, if applicable, with the terms of subdivisions "(a)" and "(b)" of this paragraph. For purposes of this Judgment, an "arms-length" transaction is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, nonaffiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract.

7. If Wright Equities, Inc. anticipates ceasing operations, dissolving, filing for bankruptcy, or otherwise discontinuing its management of residential properties in California, it shall provide the Attorney General with written notice as outlined in paragraph 6.

## I. DEFINITIONS

8. "And" and "Or" have both conjunctive and disjunctive meanings.

9. "Attorney General" means the Attorney General of the State of California, including his agents and the Office of the Attorney General and the California Department of Justice.

10. "Applicant" means an individual who submits a rental application.

11. "Day," unless otherwise specified, means calendar day. If the date by which an action is to be performed or completed under this Judgment falls on a weekend or holiday, the date by which the action shall be performed shall be the next day that is not a weekend day or holiday.

12. "Defendant" means WRIGHT EQUITIES, INC., and any of its officers, employees, staff, agents, partners, members, managers, volunteers, representatives, attorneys, subsidiaries, predecessors, successors, and any other persons or entities acting or purporting to act on its behalf in connection with the management of residential rental properties in California. "Wright Equities" or "WEI" means Defendant WRIGHT EQUITIES, INC.

13. "Effective date" means the date this Judgment is entered by the Court.

14. "Including" means in containing as part of, but not limited to, the whole being considered.

15. "OAG" means the Office of the Attorney General of the State of California.

16. "Prospect" means an individual who is interested in or inquire about renting one or more units in a property managed by Defendant.

17. "Rental application" means forms or documents that a landlord or property manager uses to request information from potential renters to determine potential tenancy.

18. "Staff" means any individual employed by Defendant or who otherwise acts on behalf of Defendant to interact with tenants, prospects, applicants, and voucher holders, or supervises, manages, or otherwise directs and oversees the work of such an individual.

19. "Voucher" means a housing subsidy or other form of rental assistance, including federal, state, or local public assistance, and federal, state, or local housing subsidies, including but not limited to, assistance from the United States Department of Housing and Urban Development's Housing Choice Voucher Program, also known as Section 8, which provides housing assistance to low-income families, administered by a local housing authority.

20. "Voucher holder" means any individual who receives a voucher or identifies themselves as receiving a voucher. This includes other persons associated with the individual who receives or identifies themselves as receiving a voucher or any persons who are or identify themselves as being on a waitlist to receive a voucher.

21. "Waitlist" means a listing, catalogue, inventory, directory, roll, or registry of applicants or prospective tenants waiting for housing or for an opportunity to apply for housing.

## II. END DISCRIMINATORY POLICIES AND PRACTICES

22. Defendant will comply with all federal, state, and local fair housing laws, including the Fair Housing Act, United States Code Title 42, section 3601 *et seq*, and Fair Employment and Housing Act (FEHA), Government Code section 12900 *et seq.*

23. Defendant shall not discriminate against or otherwise take any adverse action or inaction against any individual covered under the FEHA for the purposes of depriving them of their rights under any state or federal housing laws.

24. Wright Equities shall distribute the California Civil Rights Department (CRD) publications entitled "Source of Income Fact Sheet" and "Fair Housing and Source of Income" to the owners of the properties it manages as well as WEI employees and staff members involved in leasing units for the properties it manages. The publications are available at: https://calcivilrights.ca.gov/wpcontent/uploads/sites/32/2022/11/Source-of-Income-Fact-Sheet_ENG.pdf (Source of Income Fact Sheet); https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2020/02/SourceofIncomeFAQ_ENG.pdf (Fair Housing and Source of Income).

25. Wright Equities agrees to end any policy or practice, to the extent any exists, that denies, restricts access to, or limits participation in housing accommodation or housing benefits to any individual with a voucher or perceived to have a voucher in a way that evades, constricts, or narrowly construes the anti-discrimination provisions of the law.

26. Wright Equities agrees to end any policy or practice, to the extent any exists, that steer voucher holders or other protected classes of individuals to certain properties or have the effect of concentrating voucher holders or other protected classes of individuals to certain properties.

27. Wright Equities agrees to end any policy or practice, to the extent any exists, that offers lease terms that are shorter than 12 months to applicants and prospects with vouchers. Defendant Wright Equities must provide applicants and prospects with vouchers an option to enter a lease agreement with at least a 12-month term, with no extra fee or cost. Defendant Wright Equities agrees to provide the same lease length renewal options to voucher holders as it does for non-voucher holders, to the extent they are allowed by the local housing authority.

28. Wright Equities agrees to end any policy or practice, to the extent any exists, that categorically rejects an applicant or prospect for a unit based on a criminal record. This term includes policies and practices and software functionality selections employed by WEI through any third-party rental applicant screening service with which WEI contracts. Wright Equities agrees to ensure that any third-party tenant screening service (e.g. TransUnion) used by it to conduct criminal background checks is not set to categorically reject a rental application based on

a criminal record unless expressly permitted by federal, state, or local law. Wright Equities also agrees to review its tenant screening policy, resident screening criteria, and rental application, and revise them as necessary to ensure they fully comply with the Fair Employment and Housing Act, Fair Housing Act, and other applicable federal, state, or local laws. This term includes altering any settings by a third-party rental applicant screening service used by WEI (e.g. TransUnion) to ensure compliance with these laws.

29. Wright Equities agrees to end any policy or practice, to the extent any exists, that purports to or actually uses a financial or income standard in assessing eligibility for renting that is not based on the portion of the rent to be paid by the voucher holder.

30. Wright Equities agrees to end any policy or practice, to the extent any exists, that purports to or uses a voucher holder's credit history as part of the application process for a rental accommodation without first affirmatively offering the applicant or prospect, in a clear and conspicuous manner, the option of providing lawful, verifiable alternative evidence of the voucher holder's reasonable ability to pay their portion of the rent. The alternative evidence of reasonable ability to pay their portion of the rent, at the applicant's or prospect's discretion, can include government benefit payments, pay records, bank statements, payments from family members, guardians, conservators, representative payees or others legally empowered to make payments on a tenant's behalf, and insurance payments for long term health care.

31. Wright Equities agrees to immediately end any of its policies and practices, to the extent any exist, as outlined in this section, and within 5 days of the effective date of this Judgment, confirm in writing to the OAG that it has ended the policies and practices as set forth in this section and provide documents substantiating the end of any such policies and practices.

## III. POLICIES, PROCEDURES, AND PRACTICES

32. Within 60 days of this Judgment's effective date, Wright Equities shall provide, for the third-party consultant (see Section X) to review and approve, its policies, practices, and procedures on (1) timely providing accurate information to prospects and applicants with vouchers, (2) timely processing voucher holders' rental applications, (3) lease terms and renewals, (4) setting of rent prices, and (5) criteria for acceptances and rejections of rental applications.

Wright Equities agrees to provide to the third-party consultant ("consultant") and the OAG for review all policies relating to its rental practices, regardless of whether such policies reference or relate to voucher holders to ensure the OAG and the consultant have a basis from which to assess and compare WEI's treatment of voucher holders.

33. The policies, practices, and procedures, at minimum, must include the following:

a) Applicants cannot be denied based on source income, as defined in Government Code section 12955;

b) Applicants cannot be denied based on immigration status, regardless of creditors' ability to satisfy a money judgment due to an applicant's immigration status;

c) Applicants cannot be denied solely based on a criminal record, unless expressly permitted by federal, state, or local law. Wright Equities may not deny all applicants with a criminal record or maintain a "blanket ban" on all applicants with criminal records. Wright Equities' criminal record review policies must comply with all federal, state, and local laws, including those outlined in Title 2 of the California Code of Regulations sections 12264-12271. Wright Equities must ensure that its tenant screening policies, practices, and procedures encompass numbers 5, 6, and 7 of CRD's Fair Housing and Criminal History FAQ. A copy of this FAQ is available online at https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2020/04/Fair-Housing-and-Criminal-History-FAQ_ENG.pdf.

d) Wright Equities shall provide the same information regarding unit availability, vacancies, rent prices and discounts, utilities, and other housing amenities to any individual with a voucher or perceived to have a voucher that they would for individuals without a voucher.

e) A process to timely and meaningfully consider every voucher holder's rental application, including assessing eligibility based on the voucher holder's portion of the rent. Wright Equities must have a uniform process

for assessing eligibility and may not discourage prospects from applying. Staff shall not determine whether a rental unit is unaffordable for a voucher holder without conducting a rent affordability calculation. A copy of the calculation shall be maintained for the duration of this Judgment;

f) A process and means by which to keep and retain, for a minimum of this Judgment's duration, records of all information Wright Equities gave to and received from all applicants and prospects, in a way that is easily accessible and extractable. The information should include at minimum the rent price quoted, unit(s) offered, the advertisement(s) they are responding to, all communications with the applicant or prospect (including text, email, notes from phone conversations), all documents exchanged with the applicant or prospect, and all documents reflecting WEI's notice to the applicant or prospect the option to provide evidence of ability to pay their portion of the rent that is alternative to a credit check, and all documents reflecting WEI's notice to the applicant or prospect that any of WEI's income requirements are specific to the voucher holder's portion of the rent, rather than the entire rental amount;

g) A process and means by which to keep and retain, for a minimum of this Judgment's duration, records that determine eligibility of voucher holders, including guest cards, any rent affordability calculations, communications with the public housing authority issuing the voucher holder's voucher regarding their eligibility, in a way that is easily accessible and extractable. Rent affordability calculations must include the prospect's or applicant's name, relevant apartment complex, rent prices quoted to the prospect or applicant, the printout of any rental affordability calculator and results obtained, unit information, and if any, rent affordability information received from the local public housing authority;

h) A process and means by which to keep and retain, for a minimum of this Judgment's duration, records of other available units disclosed to the prospect or applicant in response to a specific vacancy, including the apartment complex, size, rent prices and discounts, utilities, and other housing amenities communicated about these other available units;

i) A practice and process to express both verbally and in writing, in a clear and conspicuous manner, to prospects and applicants who are voucher holders, before running their credit score, that they can opt out of a traditional credit check and instead undergo an alternative eligibility check. The written disclosure of this alternative eligibility check must be approved by the OAG before use. The process must also include a method of disclosure to the applicants and prospects the factors considered in the alternative eligibility check, and must consider alternative sources such as government benefit payments, pay records (including records of payment from family members or other third parties), and bank statements.

j) A practice and process to express both verbally and in writing, in a clear and conspicuous manner, to prospects and applicants who are voucher holders, that eligibility to determine ability to pay rent is based on the voucher holder's portion of the rent, not the entire rent amount. The written disclosure must be approved by the OAG before use;

k) A practice and process that ensures that LISA AI, or any other communication tool used by Wright Equities, provides correct and accurate information to prospects and applicants regarding application requirements, rental requirements, and voucher-related eligibility in a timely manner and determines when human intervention is required. The practice and process must also ensure that every communication between LISA AI, or any other communication tool used by Wright Equities, and any prospect, applicant, or member of the public, makes it clear that the

communicator is artificial intelligence and not a human being, including having a disclaimer with each communication. Wright Equities must develop a practice to regularly audit and monitor LISA AI, or any other communication tool used by WEI, to ensure that WEI provides accurate and timely information to prospects. Wright Equities must keep a log of (1) the dates on which WEI has audited or reviewed LISA AI (or any other communication tool) to confirm it is providing accurate information; (2) any observed instances of LISA AI (or any other communication tool) communicating inaccurate information regarding application or rental requirements; and (3) any corrective action taken by WEI in response to identified inaccuracies or deficiencies and the date such corrective action went into effect;

l) If, at any time, LISA AI, or any other communication tool used by Wright Equities, cannot be configured to provide accurate information to prospects and applicants in a timely manner, and Wright Equities is unable to correct such inaccuracy after commercially reasonable efforts, WEI agrees to discontinue the use of LISA AI, or any other communication tool used by WEI, until such time that the inaccuracy is corrected.

m) A practice and process that ensures that all staff and employees who interact with prospects and applicants provide the correct information to prospects and applicants in a timely manner. Wright Equities must develop a practice to regularly monitor such staff and employees, tracking any delays in responses or scheduling tours to prospects and tracking cancellation of appointments or viewings with prospects. Wright Equities must keep record of its monitoring and any corrections made. If, at any time, Wright Equities cannot effectively ensure that staff and employees can provide correct information to prospects in a timely manner, WEI agrees to take appropriate, corrective action;

n) When charging fees for early lease terminations, such fees must be based on a voucher holder's tenant portion of the rent, not the entire rent amount;

o) Rent prices offered and rent increases during a tenancy cannot be higher for voucher holder tenants than for tenants without vouchers because of their voucher status;

p) All lease renewal options given to tenants without a voucher must also be given to tenants with vouchers, to the extent such lease renewal terms are allowed by the local housing authority.

34. Within 15 days of the consultant's approval, Wright Equities shall disseminate to all staff and the owners of the properties that Wright Equities manages the final policies, practices, and procedures by email and provide the OAG confirmation that it disseminated the final policies, practices, and procedures to staff and the owners of the properties Wright Equities manages.

35. All of the policies, practices, and procedures related to the topics outlined in paragraph 33 shall be contained in a final document ("handbook"). Any amendments, changes, or additions to the policies, practices, or procedures must be referenced and updated in the handbook in writing and disseminated to all staff by email.

36. Any communications to staff that clarify the policies, practices, and procedures outlined in the handbook must be disseminated to all staff members in writing.

37. The policies, practices, and procedures outlined in the handbook must apply to all the properties managed by Wright Equities.

38. Wright Equities staff must be informed on how to locate the handbook and trained on the policies, practices, and procedures in the handbook. The handbook must be maintained in an electronic system or platform that is easily accessible to all staff.

39. Defendant Wright Equities must adopt the final policies, practices, and procedures subject to this Judgment at all properties it manages for the duration of the time that such properties are managed by WEI.

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## IV. EQUAL HOUSING OPPORTUNITY STATEMENT

40. Defendant agrees to draft, disseminate, and implement an equal housing opportunity statement. The statement shall commit Defendant to ensuring that fair and equal housing opportunities are granted to all persons, in all of Defendant's housing services, opportunities, and development activities, regardless of source of income (including Section 8 voucher), race, color, religion, sex, gender, sexual orientation, gender identity, gender expression, marital status, familiar status, national origin, ancestry, age, disability, medical condition, genetic information, or military or veteran status. The statement shall commit Defendant to comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 as amended) and the California Fair Employment and Housing Act. The statement shall include information on how to file complaints with the United States Department of Housing and Urban Development (HUD) and CRD.

41. Within 30 days of this Judgment's effective date, Wright Equities shall provide, for the OAG to review and approve, the equal housing opportunity statement.

42. Within 7 days of the OAG's approval of the equal housing opportunity statement, Wright Equities shall disseminate the statement to all residents in all of the properties Defendant manages via email or mail.

43. The equal housing opportunity statement shall be prominently posted on Defendant's website and prominently posted in all its rental offices and in common areas such as a mail or laundry room at each of the rental properties owned or managed by Defendant in the State of California.

44. Within 7 days of the dissemination of the equal housing opportunity statement to Defendant's current residents and posting of the statement, Wright Equities will inform the OAG that it has complied with paragraphs 42 and 43. If requested by the OAG, WEI shall substantiate its dissemination and posting with documents and submit the documents to the OAG.

45. All leases entered and all advertisements posted after the Judgment's effective date shall include the equal housing opportunity statement.

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## V. TREATMENT OF VOUCHER HOLDERS

46. Wright Equities shall calculate its minimum income requirement for rental eligibility based on the monthly rental amount to be paid directly by the voucher holder, excluding any amount to be paid through the voucher.

47. When charging fees for early lease terminations, such fees must be based on a voucher holder tenant's portion of the rent, not the entire rent amount.

48. Rent prices offered and rent increases during a tenancy cannot be higher for voucher holder tenants because of their voucher status than for tenants without vouchers. Rent increases cannot be instituted for the purpose of making voucher holders ineligible to rent at any of the properties managed by Defendant.

49. All lease renewal options given to tenants without a voucher must also be given to tenants with vouchers, to the extent they are allowed by the local housing authority.

50. Wright Equities must expressly and affirmatively inform prospects and applicants with vouchers of the option of providing, instead of a credit history, alternative verifiable evidence of the voucher holder's ability to pay their portion of the rent.

51. Wright Equities shall provide the OAG and the consultant semi-annual updates with documents demonstrating the number of voucher holder tenants at each of the properties managed by Defendant.

## VI. ADVERTISEMENTS

52. Wright Equities shall work with the consultant to develop and submit to the OAG for review and approval an advertising plan designed to notify voucher holders of rental vacancies at their properties. The plan shall, at minimum, identify the websites, platforms, and Housing Authority repositories on which vacancies will be advertised, along with any anticipated barriers or delays in implementation and the steps Wright Equities will take to address them.

53. Wright Equities will include its Equal Housing Opportunity Statement in every future advertisement for available housing accommodations.

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## VII. FAIR HOUSING TRAINING

54. Within 60 days of this Judgment's effective date, Wright Equities shall provide, for the consultant (see Section X) to review and approve, proposed training topics and a list of potential outside, independent, and certified fair housing trainers with expertise in fair housing laws, including on protections based on source of income and voucher status. The trainings shall, at minimum, cover fair housing laws and discriminatory practices under fair housing laws, including those specific to source of income as a protected class. Defendant may choose any of the outside, independent, and certified trainers in the list of trainers Wright Equities provided to the consultant and that the consultant and the OAG approved to conduct the training.

55. Within 90 days of the consultant's approval of the training materials and trainers, the trainers shall train all of Defendant's officers, managers, staff, employees, and all other individuals who interact with tenants, prospects, and applicants or make decisions regarding rental applications and tenancy. The training may be conducted virtually or in person. For any new property management agreement entered into after the effective date of this Judgment, Wright Equities shall include a provision requiring the owner or an authorized ownership representative to cooperate with Wright Equities' compliance obligations under this Judgment, including participation in any fair housing training required by this section.

a) Thereafter, all of WEI's officers, managers, staff, employees, and all other individuals who interact with tenants, prospects, applicants or make decisions regarding rental applications and tenancy, or who supervise such individuals, shall receive annual trainings from any of the trainers approved by the consultant. These subsequent annual trainings shall be updated for any changes in applicable law.

56. For the period of this Judgment, Defendant shall provide a record or documentation to the consultant and the OAG confirming that all required individuals have undergone the trainings described in this section no later than 30 days after the conclusion of each training. If some individuals were unable to complete the trainings, Defendant will plan how these individuals

will attend future similar trainings or view a past recorded training and provide that plan to the consultant and the OAG.

## VIII. COMPLAINTS

57. Defendant shall provide the consultant (see Section X) and the OAG notice of all litigation involving allegations against Defendant of housing discrimination and all written reports and complaints involving allegations of discrimination, including any complaints to Defendant, CRD, HUD, or other governmental bodies, including those submitted anonymously. Defendant shall advise persons who make an oral complaint involving allegations of discrimination of their right to make a written report, file a complaint with CRD or HUD, or contact the OAG with the complaint. Defendant shall acknowledge receipt of written complaints within fourteen (14) days and provide a substantive response within thirty (30) days, subject to any extension agreed in writing. Defendant shall also provide documents related to any such litigation, reports, or complaints in response to reasonable requests by the consultant and the OAG.

58. For complaints that are filed with CRD or HUD, Defendant shall promptly send a copy of the complaint and Defendant's response, including all information and documentary evidence provided with the complaint and response, to the consultant and the OAG.

## IX. CENTRALIZED SYSTEM

59. Wright Equities shall maintain a centralized, electronic system (the Centralized System) for storing, tracking, and retrieving documents related to the rental of housing accommodations for the duration of the Judgment. Within 90 days of this Judgment's effective date, Wright Equities shall provide, for the consultant's (see Section X) review and approval, its Centralized System.

60. The Centralized System shall include documents and information regarding conversations with prospects and applicants, rental applications, supporting documents such as credit checks and proof of income, voucher status, rental application approvals and denials, Housing Assistance Payments (HAP) contracts, rental agreements, rent prices, and move-out documents.

61. The Centralized System shall also include documents and information related to voucher holders, including waitlist members, applicants, tenants, and former tenants. Records shall include information about whether applications by voucher holders were submitted and whether submitted rental applications were accepted or denied.

62. All staff, employee, and manager notes and correspondence with applicants and prospects shall be uploaded to and stored in the Centralized System.

63. The Centralized System shall provide the ability to easily access, search and find, collate, and extract all documents and information regarding and related to each individual applicant, prospect, and current and past tenant. The Centralized System shall also provide the ability to easily compile the data within the Centralized System into a report, spreadsheet, or similar format that would provide the ability to clearly analyze the data.

64. Documents stored in the Centralized system shall be retained for a minimum of 5 years from the effective date of this Judgment.

65. Within 30 days of the consultant's approval of the Centralized System, Wright Equities shall train all management, staff, and employees whose job duties will include using the Centralized System on the use of the Centralized System. All new employees, staff, and management whose job duties will include using the Centralized System shall be trained on the use of the Centralized System within 30 days of the start of their employment.

66. Within 90 days of the consultant's approval of the Centralized System, Wright Equities shall provide to the consultant and the OAG written confirmation that its staff, employees, managers were trained on the use of the Centralized System, including the list of staff who were trained, and a list of staff whose job duties include or will include using the Centralized System.

67. Wright Equities shall implement the Centralized System within 60 days of the consultant's approval of the Centralized System.

68. Wright Equities shall provide the OAG and the consultant with ongoing, read-only access to the portions of the Centralized System and its data necessary for purposes of assessing and monitoring its compliance with this Judgment. Such access shall not include entity-level financial information, ownership records, privileged communications, or other business

information of Wright Equities or any property owner unrelated to compliance with this Judgment. Wright Equities shall assign at least one person who will be the point of contact to provide the OAG or the consultant with documents or information related to the Centralized System.

69. If the Centralized System cannot provide a meaningful way for Wright Equities to maintain all the information specified in this section, or cannot maintain data in a way that is easily accessible and extractable as specified in this section, Wright Equities will utilize a different system.

70. If the OAG or the consultant, following review of any data in the Centralized System, expresses concerns related to the data or the method in which the data is stored or organized, Wright Equities shall take corrective actions to address the OAG's or the consultant's concerns in a reasonable timeline.

## X. COMPLIANCE MONITORING AND VERIFICATION

71. Compliance with the Judgment shall be overseen by a qualified consultant, who shall be provided ongoing access to information and documents necessary to ensure compliance with this Judgment and whose reasonable costs and expenses, subject to mutually agreed cost controls, shall be paid for by Wright Equities. The consultant shall provide an estimated annual budget and costs outside the annually approved budget shall require prior written notice to Wright Equities and the OAG.

72. Within 15 days of this Judgment's effective date, the parties shall meet and confer to select a consultant or consulting team to oversee the terms of this Judgment. The consultant will assess Defendant's progress in implementing and achieving compliance with the Judgment, report on the status of implementation to the parties, work with the parties to address any barriers to compliance, and assist the parties to informally resolve disputes or differences should they emerge.

73. If the Parties cannot agree on a consultant within 30 days of the first meet and confer meeting described in this section, the OAG will select the consultant.

74. The consultant shall be subject to the supervision of the OAG, consistent with this Judgment. The consultant shall have the duties, responsibilities, and authority necessary to carry out the terms of the Judgment.

75. In order to assess and report on Defendant's implementation of this Judgment, the consultant shall conduct qualitative and quantitative compliance reviews, audits, and outcome assessments, and such additional audits, reviews, and assessments that the consultant or parties deem appropriate.

76. The consultant will develop and complete a Compliance Plan, including proposed deadlines for implementation for conducting compliance reviews, audits, and outcome assessments.

77. Upon approval of the Compliance Plan by the OAG, the consultant will submit the Compliance Plan to Wright Equities for final review and approval. Wright Equities will have 30 days to either approve or propose changes to the Compliance Plan. If Wright Equities proposes changes, the consultant and the OAG will have 15 days to accept or object to those changes. If the consultant and the OAG object to any of the proposed changes, the consultant or the OAG will provide the rationale for the objection, in writing, and the parties will attempt to confer to resolve the disagreement.

78. If after good faith attempts, disagreement regarding the Compliance Plan remains unresolved between the parties and/or the consultant so that the Compliance Plan is not approved by the parties, and the disagreement remains unresolved, the consultant will make the final determination. The meet and confer duration to discuss disagreements with the Compliance Plan shall not exceed 30 days.

79. At least 30 days prior to the initiation of any outcome measure assessment or compliance review, the consultant shall submit a proposed methodology for the assessment or review to the parties. The parties shall submit any comments or concerns they have regarding the proposed methodology to the consultant within 15 days of receipt of the consultant's notification. The consultant shall modify the methodology as necessary to address any concerns or shall inform the parties in writing of the reasons they are not modifying the methodology as proposed.

80. The consultant or the OAG may request information and documents from Wright Equities demonstrating compliance with any provision of this Judgment. Wright Equities shall

furnish all such information and documents within its possession, custody, or control no later than ten (10) business days after the request is made, unless the parties agree in writing to another date.

81. To assess and monitor compliance with and implementation of this Judgment, the consultant shall be permitted to speak with Wright Equities' staff, managers, and personnel, view documents located onsite, and visit Defendant's offices, properties, and buildings. A notice of 24 hours must be provided to Wright Equities before any such conduct occurs.

82. To effectively assess and monitor compliance, Wright Equities shall assign at least one person who will be the point of contact to provide the OAG or the consultant with documents or information related to assessing compliance.

83. To effectively assess and monitor compliance, at least one individual from Wright Equities must be familiar with and have full access to the Centralized System, TransUnion, DropBox, email, and all other electronic databases Wright Equities uses.

84. The OAG has the authority to investigate compliance with this Judgment, to enforce the Judgment in court, make reasonable requests for documents substantiating compliance, and conduct testing for compliance.

85. For a minimum of 5 years from the effective date of this Judgment, Defendant shall preserve all information and documents that may be responsive to investigative discovery issued or promulgated by the OAG, or any other State department, pursuant to California Government Code section 11181. This shall include instructing all custodians of potentially relevant or responsive information to disable any auto-delete functions on any devices used for their work concerning housing accommodations, and backing up any failing hardware before destroying it.

## XI. RESTITUTION, CIVIL PENALTIES, AND COST OF INVESTIGATION

86. Pursuant to Government Code, section 12989.3, Wright Equities, Inc., as sole Defendant and judgment debtor, shall pay an aggregate sum of $2,000,000.00 in restitution, payments required to bring Defendant into compliance with the law, civil penalties, payments for costs and attorney fees, and the cost of a third-party administrator to distribute funds related to this Judgment, as further described in this Section of the Judgment.

87. As per the Stipulation for Entry of Judgment, Wright Equities has previously placed the aggregate sum specified in paragraph 86 in an escrow account held by Wright Equities. Upon entry of this Judgment, the escrow agent is authorized and directed to release the escrowed funds to the OAG. Entry of this Judgment shall constitute a sole and sufficient condition for such release, and no further authorization, instruction, or consent of Defendants shall be required.

88. **Restitutions:** Of the aggregate, Wright Equities shall pay $1,730,000.00, as permitted under the FEHA, to the aggrieved persons identified in this investigation. These funds shall be administered by a third-party claims administrator ("Claims Administrator") selected by the Attorney General's office, and restitution and payments required to bring Defendant into compliance with the law shall be paid by the Claims Administrator pursuant to instructions to be provided by the Attorney General's office. The parties shall cooperate in good faith with each other and the Claims Administrator to provide requested information regarding aggrieved persons receiving damages and to resolve any issues regarding restitution.

89. The Attorney General shall engage a third-party administrator to distribute funds to aggrieved parties, including applicants and prospective tenants, at the sole discretion of the California Attorney General's Office. The California Attorney General's Office may use funds under this paragraph to pay for costs and administration, including the costs of a third-party claims administrator. This money shall be referred to as "the Settlement Fund."

a) Within thirty (30) calendar days of the effective date of this Judgment, Wright Equities shall provide the OAG with the names and last known contact information of individuals identified by the OAG as aggrieved parties under this paragraph to the extent that Wright Equities possesses such information.

b) OAG's determination of aggrieved parties shall be final, and Defendant waives the right to contest OAG's determination of who qualifies as an aggrieved party in this or any other proceeding. Defendant hereby agrees that it will not seek to interfere with or oppose the OAG's determinations regarding aggrieved parties and the appropriate amount of restitution to be

paid to each aggrieved person. Each aggrieved person shall be informed that by cashing the restitution award, they acknowledge that Defendant may be entitled to offset that restitution award against any future claim by that aggrieved person against Defendant arising from or related to the matters alleged in the Complaint in this matter or addressed by this Judgment.

c) Any unclaimed funds under this paragraph may be used by the Attorney General to defray the costs of the investigation leading to the Judgment and/or for the enforcement of housing laws in California, at the sole discretion of the Attorney General.

d) The restitution required to be paid pursuant to this section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Wright Equities shall not seek to discharge any part of this debt in bankruptcy.

90. **Civil Penalties, Attorney's Fees, and Costs:** Of the aggregate, Wright Equities shall pay $270,000.00 to the Attorney General in civil penalties, attorney's fees, and costs. Defendant shall bear its own costs and attorney's fees.

91. **Post-Judgment Interest:** Wright Equities will be liable for post-judgment interests on any amounts owing, if such amounts are not paid within the time period specified in this section, at 10% per year. Any post-Judgment interest on any amounts owed shall become part of the Settlement Fund and shall be distributed in accordance with paragraph 89.

92. If upon motion by Plaintiff, the Court finds that Wright Equities failed to pay any part of the total aggregate sum, comprised of restitution, payments required to bring Defendant into compliance with the law, civil penalties, attorney fees, and third-party administrator costs, as specified in paragraph 86, the amount specified in paragraph 86 shall become immediately due and payable, without further notice to Wright Equities, plus interest at the legal rate computed from the date of the entry of this Judgment, less any payments previously made to Plaintiff.

## XII. CONTINUING COURT JURISDICTION AND DISPUTE RESOLUTION

93. This Judgment shall take effect immediately upon its entry by the Court. The date of entry shall be the Judgment's effective date.

94. The Court shall retain jurisdiction over this Judgment while it remains in effect for purposes of allowing any party to the Judgment, pursuant to Code of Civil Procedure section 664.6, to apply to the Court for: (a) whatever orders may be necessary or appropriate for the interpretation or carrying out of the Judgment; (b) amending the Judgment, upon good cause shown; (c) enforcing compliance with the Judgment; or (d) for punishing or sanctioning any violations of the Judgment.

95. It is the intent of the parties to work collaboratively to address any disputes or noncompliance with this Judgment. In the event that a dispute arises—including any dispute concerning Defendant's noncompliance—the parties shall, prior to seeking this Court's intervention, within five business days, initiate a meet and confer process. The parties shall meet and confer in a good faith and reasonable manner to resolve disputes related to, or non-compliance with, this Judgment. The parties shall spend no more than 10 business days to meet and confer. If after that meet-and-confer process, the parties are unable to reach resolution, the party alleging non-compliance, or an issue of dispute, shall provide written notice and 10 business days for the other party to remedy the area of dispute. If the party alleging noncompliance is not satisfied with the remedy, either or both parties may seek this Court's intervention to resolve the dispute, including through an ex parte application or noticed motion to enforce the Judgment.

## XIII. SUBSEQUENT VIOLATIONS

96. In the event Defendant engages in any future violation of the Fair Employment and Housing Act, such violation will constitute a "subsequent violation" under Government Code section 12989.3, subd. (f)(3).

## XIV. SCOPE OF JUDGMENT

97. Nothing in this Judgment alters the requirements of any state or federal law or regulation that currently provides, or may provide in the future, greater or lesser protection than do the provisions of this Judgment. If applicable state or federal laws are modified in a manner that affects this Judgment, the legal requirement shall supersede the requirements of this Judgment. No future modification to state or federal law, however, shall extinguish any monetary obligations owed pursuant to this Judgment.

98. Nothing in this Judgment limits the powers vested in the Attorney General by the California Constitution or state law, including Government Code section 11180 et seq., to oversee or enforce any California laws or regulations. Nothing in this Judgment limits the Attorney General's jurisdiction or ability to conduct any investigation or enforcement action with regard to Defendant's compliance with this Judgment, or with any California law, regulation, or practice, whether related or unrelated to this Judgment.

99. This Judgment is enforceable only by the parties. No person, entity, or class is intended to be a third-party beneficiary of the provision of this Judgment for purposes of any civil, criminal, or administrative action, and accordingly, no person, entity, or class may assert any claim or right as a beneficiary of the Judgment.

100. Nothing in this Judgment alters the right of any person who believes Defendant has violated the person's rights under any law to file a civil action or other proceeding seeking redress for the alleged violation(s). Nothing in this Judgment limits the ability of any individual to bring a suit for damages against Defendant.

101. The OAG and Defendant may jointly stipulate to make changes, modifications, deletions, and/or amendments to the Judgment. If the parties file a joint application or motion to amend the Judgment, those amendments shall become effective upon the filing of a joint motion or application.

102. Any time limits for performance imposed by the Judgment may be extended by the parties' mutual agreement, in writing, or by the Court on a showing of good cause. This provision does not apply to possible extensions of the term of this Judgment, which are provided for in Section XV.

## XV. TERMINATION AND DURATION OF JUDGMENT

103. This Judgment shall be in effect for a minimum of four years, unless the Court terminates the Judgment earlier at the request of the OAG upon a showing of sustained compliance by Defendant.

104. This Judgment will automatically terminate four years after its effective date if, on that date, Defendant is in substantial compliance with the Judgment.

105. If, within 90 days of the date on which the Judgment would automatically terminate if Defendant were in compliance with all of its substantive provisions, the OAG determines that Defendant is not in substantial compliance with one or more of the Judgment's substantive provisions, the OAG shall initiate a meet-and-confer process with Defendant and provide it with 30 days to remedy its noncompliance or partial compliance. If, at the end of those 30 days, the OAG determines that Defendant still has not achieved substantial compliance with one or more substantive provisions, the meet-and-confer process shall continue for another ten days, during which time the OAG and Defendant will attempt in good faith to determine the length of time by which the Judgment should be extended to allow Defendant to achieve compliance. If the parties cannot reach agreement, the People may petition the Court for such an extension of time.

106. Jurisdiction is retained by the Court to enforce the Judgment for the four-year period and for any extended period beyond that provided by this section, for the purposes of enabling any party to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the interpretation or carrying out of this Judgment.

## XVI. ADDITIONAL PROVISIONS

107. The failure to insist upon strict compliance with this Judgment shall not be deemed a waiver of such term, nor shall any waiver or relinquishment of any rights or powers at any one time or more times be deemed a waiver or relinquishment of any rights or powers at any other time or times.

108. There are no third-party beneficiaries of this agreement. This agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this agreement.

109. If any provision of this Judgment is found unlawful, impossible, unenforceable, or otherwise invalid, the OAG or Defendant may move the Court to amend the Judgment by removing that provision. The remainder of this Judgment shall remain in full force and effect.

110. The parties understand and agree that the OAG is subject to the California Public Records Act.

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111. Documents, data, and information provided to the OAG or the consultant that contain tenant, applicant, prospect, or employee personal identifying information, confidential business information, or other nonpublic information shall be used solely for purposes of compliance monitoring and enforcement of this Judgment, shall be treated as confidential to the fullest extent permitted by law, and shall not be disclosed in response to any California Public Records Act request without prior written notice to Wright Equities and a reasonable opportunity for Wright Equities to seek a protective order or other appropriate relief.

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**The Clerk is ordered to enter this Judgment forthwith.**

DATED : 11/18/2026

Christopher K. Lui / Judge

JUDGE OF THE SUPERIOR COURT