

1 ROB BONTA  
Attorney General of California  
2 NICKLAS A. AKERS  
Senior Assistant Attorney General  
3 MICHAEL ELISOFON (SBN 240707)  
Supervising Deputy Attorney General  
4 JOSEPH A. RAGAZZO (SBN 113182)  
Deputy Attorney General  
5 455 Golden Gate Avenue, Suite 11000  
San Francisco, CA 94102-7004  
6 Telephone: (415) 510-3510  
7 Fax: (415) 703-5480  
Email: [joseph.ragazzo@doj.ca.gov](mailto:joseph.ragazzo@doj.ca.gov)

8 *Attorneys for the People of the State of California*

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF ALAMEDA

12  
13 THE PEOPLE OF THE STATE OF CALIFORNIA,  
14  
15 Plaintiff,  
16 v.  
17 WEDGEWOOD, LLC, a Delaware limited  
liability company,  
18  
19 Defendant.

Case No.

**[PROPOSED] FINAL JUDGMENT AND INJUNCTION**

20 Plaintiff, the People of the State of California (Plaintiff or People), appearing through its  
21 attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy Attorney  
22 General Michael E. Elisofon and Deputy Attorney General Joseph A. Ragazzo, and Wedgewood,  
23 LLC (Defendant), appearing through its attorneys Anthony Pacheco and M. Anthony Brown  
24 (collectively, the Parties), having stipulated and consented to the entry of this Final Judgment and  
25 Permanent Injunction (Judgment) without the taking of proof and without trial or adjudication of  
26 any fact or law, without this Judgment, the payment of civil penalties or restitution pursuant to  
27 this Judgment, or the People's allocation of restitution made pursuant to this Judgment

1 constituting evidence of or an admission by Defendant regarding any issue of law or fact alleged  
2 in the Complaint on file, with Defendant denying all allegations in the Complaint and without  
3 Defendant admitting any liability whatsoever, and with all Parties having waived their right to  
4 appeal, and the Court having considered the matter and good cause appearing:

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

6 **PARTIES AND JURISDICTION**

7 1. This Court has jurisdiction over the allegations and subject matter of the People’s  
8 complaint filed in this action, and the Parties to this action; venue is proper in this County, and  
9 this Court has jurisdiction to enter this Judgment.

10 2. In the event that any statute or regulation pertaining to the subject matter of this  
11 Judgment is modified, enacted, promulgated, or interpreted by the California legislature or courts  
12 such that the statute or regulation is in conflict with any provision of this Judgment, and such that  
13 Defendant cannot comply with both the statute or regulation and the provision of this Judgment,  
14 Defendant may comply with such statute or regulation, and such action shall constitute  
15 compliance with the counterpart provision of this Judgment. Defendant shall provide advance  
16 written notice to the Attorney General of the inconsistent provision of the statute or regulation  
17 with which Defendant intends to comply under this Paragraph, and of the counterpart provision of  
18 this Judgment that is in conflict with the statute or regulation.

19 **DEFINITIONS**

- 20 3. For the purposes of this Judgment:
- 21 a. “AND” and “OR” have both conjunctive and disjunctive meanings.
  - 22 b. “AFFILIATED” means a person OR entity that directly, OR indirectly  
23 through one OR more intermediaries, controls OR is controlled by, OR is under common control  
24 with, the person OR entity specified.
  - 25 c. “BONA FIDE FIXED-TERM TENANT” means a TENANT in possession  
26 of a RESIDENTIAL HOUSING UNIT under a legally valid, not void FIXED-TERM LEASE  
27 that qualifies either (i) for the right to possession until the end of the lease term under California  
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1 Code of Civil Procedure section 1161b (b) or (ii) as “bona fide” under the Protecting Tenants at  
2 Foreclosure Act of 2009 (“PTFA”), Pub. L. 111–22, § 702(b), 123 Stat. 1661 (May 20, 2009).

3 d. “CASH FOR KEYS” means offering consideration, monetary OR  
4 otherwise, to an OCCUPANT in exchange for the OCCUPANT’s agreement to vacate a  
5 RENTAL HOUSING UNIT. CASH FOR KEYS does not include agreements to settle unlawful  
6 detainer actions.

7 e. “CHANGE OF OWNERSHIP NOTICE” means the document that  
8 Defendant provides, as required by Civil Code section 1962, to TENANTS to notify them that  
9 Defendant has taken ownership of a RENTAL HOUSING UNIT.

10 f. “EVIDENCE OF TENANCY” may include any of the following items,  
11 though no one item, merely by having been listed here, is deemed presumptive evidence that a  
12 legally valid tenancy exists:

13 (1) A written lease agreement (original or copy);  
14 (2) A written and current Section 8 agreement;  
15 (3) Evidence of a history of rent payments to the PRIOR OWNER of a  
16 RENTAL HOUSING UNIT, the owner’s legal agent, or to a TENANT of the PRIOR OWNER,  
17 such as receipts, money orders, or cancelled checks establishing any rental payment made before  
18 the foreclosure sale;

19 (4) The name(s) and contact information for the PRIOR OWNER;

20 (5) Any of the following items showing the occupant’s name and  
21 address at the property purchased in foreclosure:

22 A. Any utility service contract, statement or payment receipts  
23 from agencies providing gas, electricity, water, cable, phone, or garbage service dated or  
24 postmarked before the foreclosure sale;

25 B. Any current automobile registration and auto insurance  
26 policy (declarations page) dated before the foreclosure sale;

27 C. Any correspondence from a government agency or financial  
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1 institution dated or postmarked before the foreclosure sale;

2 D. Any pay stubs or employment documents dated or  
3 postmarked before the foreclosure sale;

4 E. Any current voter registration card or any other document  
5 establishing current voter registration dated or postmarked at least 45 days before the foreclosure  
6 sale;

7 F. Any insurance documents, including medical, dental, vision,  
8 life, home, and rental, that are dated or postmarked before the foreclosure sale.

9 g. "FIXED-TERM LEASE" means a legally valid agreement, entered into  
10 before the foreclosure sale of a RENTAL HOUSING UNIT, under which a TENANT takes  
11 possession of a RENTAL HOUSING UNIT for a definite period of time.

12 h. "JUST CAUSE ORDINANCE" means a local ordinance that prescribes  
13 the permissible grounds for evicting a TENANT from a RENTAL HOUSING UNIT.

14 i. "NOTICE TO QUIT" means a written notice demanding that a known  
15 TENANT or PRIOR OWNER surrender and vacate real property sold in foreclosure.

16 j. "OCCUPANT" means a person residing in a RENTAL HOUSING UNIT.  
17 An OCCUPANT may or may not be a TENANT.

18 k. "PERIODIC TENANT" means a tenant or subtenant in possession of a  
19 RENTAL HOUSING UNIT under a legally valid month-to-month lease or periodic tenancy at the  
20 time the property is sold in foreclosure that either (i) satisfies the conditions of California Code of  
21 Civil Procedure section 1161b(a) or (ii) qualifies as "bona fide" under the PTFA, § 702(b).

22 l. "PRIOR OWNER" refers to the mortgager, or to the child, spouse, or  
23 parent of the mortgager, of residential real property purchased by Defendant in a foreclosure sale.

24 m. "RENTAL HOUSING UNIT" has the same definition as used in Code of  
25 Civil Procedure section 1161a, subdivision (d).

26 n. "TENANT" means a person in possession of a RENTAL HOUSING UNIT  
27 as either a PERIODIC TENANT or a BONA FIDE FIXED-TERM TENANT.



1           d.     Failing to comply with the statutorily mandated requirements of Civil Code  
2 section 1962 [notice of change of ownership];

3           e.     Failing to comply with the statutorily mandated requirements of the Tenant  
4 Protection Act of 2019 (Civ. Code §§ 1946.2, 1947.12, 1947.13); and

5           f.     Failing to comply with the statutorily mandated requirements of the Ellis  
6 Act (Govt. Code §§ 7060-7060.7) and all statutes, ordinances, and regulations of public entities  
7 adopted pursuant to the Ellis Act.

8           5.     In accordance with California Business and Professions Code section 17203,  
9 Defendant shall also comply with the injunctive provisions contained in Paragraphs 6 through 26  
10 of this Judgment.

11           **Obligations Upon the Purchase of Residential Real Property in Foreclosure**

12           6.     No later than seven (7) business days after recording the trustee's deed upon sale  
13 for any residential real property purchased by Defendant in a foreclosure sale, a representative of  
14 Defendant shall make an initial visit to that property (if it is safe to do so) in an attempt to make  
15 contact with any OCCUPANTS and gather EVIDENCE OF TENANCY. If the initial visit does  
16 not result in contact with any OCCUPANTS, Defendant shall make a second visit, on a later date  
17 and at a different time of day from the first, in an additional attempt to make contact with any  
18 OCCUPANTS and gather EVIDENCE OF TENANCY. If the second visit also does not result in  
19 contact with any OCCUPANTS, Defendant shall clearly and conspicuously post a written  
20 message that explains the purpose of the visits and provides Defendant's contact information  
21 including a mailing address, phone number, and e-mail address.

22           7.     No later than fourteen (14) business days after recording the trustee's deed upon  
23 sale, Defendant shall, based on the EVIDENCE OF TENANCY that Defendant was able to  
24 obtain when acting in compliance with Paragraph 6, make a good faith determination as to:

25           a.     The identity of all adult OCCUPANTS claiming legal possession of any  
26 RENTAL HOUSING UNIT at the property;

- 1                   b.     Whether such OCCUPANTS are proficient in the English language and, if  
2 not, the primary language spoken by them;
- 3                   c.     Whether any such OCCUPANTS are protected under the SCRA OR  
4 CMVC;
- 5                   d.     Whether any such OCCUPANTS are TENANTS entitled to a 90-day  
6 NOTICE TO QUIT;
- 7                   e.     Whether any OCCUPANTS are BONA FIDE FIXED-TERM TENANTS;
- 8                   f.     Whether any RENTAL HOUSING UNIT at the property falls within the  
9 jurisdiction of a JUST CAUSE ORDINANCE; and,
- 10                  g.     Whether the PRIOR OWNER was responsible for providing any UTILITY  
11 SERVICE to the RENTAL HOUSING UNIT.

12           8.     Defendant shall document, in writing, every determination that it makes on every  
13 residential real property purchased by Defendant in a foreclosure sale as required under Paragraph

14 7. For each such determination, Defendant shall record and retain:

- 15                   a.     The name of each OCCUPANT identified;
- 16                   b.     Each item of EVIDENCE OF TENANCY obtained and considered;
- 17                   c.     The determination made as to whether any OCCUPANT is a PERIODIC  
18 TENANT or BONA FIDE FIXED-TERM TENANT;
- 19                   d.     The determination made as to whether any RENTAL HOUSING UNIT at  
20 the property falls within the jurisdiction of a JUST CAUSE ORDINANCE; and
- 21                   e.     The reasons for these determinations.

22           9.     Defendant shall provide written notice to all known OCCUPANTS of its  
23 determinations under Paragraph 8(c) and (d). Defendants' notice shall clearly and conspicuously  
24 provide the recipients with three (3) days to respond.

25           10.    Defendant shall also provide a separate notice addressed to all OCCUPANTS  
26 residing on the property. The notice shall identify all known OCCUPANTS by name and include  
27 at least the following information:

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1 a. that the property has been sold in foreclosure and the present owner may be  
2 initiating eviction proceedings;

3 b. that the OCCUPANT should consult with a lawyer;

4 c. that the OCCUPANT may have the right to stay in the property for 90 days  
5 or longer, or for the duration of any existing lease, regardless of any deadlines indicated on any  
6 notices or legal documents served;

7 d. that the OCCUPANT may have additional rights or protections under local  
8 or state law, including just cause for eviction, and may not have to vacate;

9 e. that the OCCUPANT may lose certain rights if he or she fails to respond to  
10 any eviction papers even if the OCCUPANT is not identified by name in the eviction papers; and

11 f. that the OCCUPANT may obtain further information or legal  
12 representation from a legal services program, county bar association, local court or the California  
13 Courts Online Self-Help Center, and include applicable contact information.

14 11. Defendant shall not serve any post-foreclosure NOTICE TO QUIT in connection  
15 with any residential real property purchased by Defendant in a foreclosure sale before completing  
16 the process outlined in the above Paragraphs 6, 7, 8, 9, and 10.

17 12. Within five (5) business days of identifying any TENANTS under Paragraph 7,  
18 Defendant shall deliver to such TENANTS a CHANGE OF OWNERSHIP NOTICE that includes  
19 the name AND telephone number OR address of the person to whom rent payments shall be made  
20 AND the form in which rent payments are to be made. Failure to comply with this provision  
21 forfeits Defendant's right to collect rents due during the period of default.

22 13. Within five (5) business days of identifying any TENANTS in a RENTAL  
23 HOUSING UNIT covered by a JUST CAUSE ORDINANCE or applicable state law requiring  
24 just cause for eviction, Defendant shall provide such TENANTS with documents as required by  
25 the applicable ordinance or other law.

26 14. Within five (5) business days of an OCCUPANT presenting EVIDENCE OF  
27 TENANCY, AND where Defendant also has reliable evidence that the PRIOR OWNER provided  
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1 a UTILITY SERVICE to the RENTAL HOUSING UNIT in which such OCCUPANT resides,  
2 Defendant shall request the transfer of the UTILITY SERVICE account into Defendant's own  
3 name or the name of an AFFILIATED entity. Defendant's actions in compliance with this  
4 Paragraph shall not be evidence that a valid tenancy exists.

5 **Cash for Keys Negotiations**

6 15. Defendant shall document all CASH FOR KEYS negotiations in writing, either  
7 simultaneously OR as soon as practicable after the negotiations. For each CASH FOR KEYS  
8 negotiation, Defendant shall record, in writing, the:

- 9 a. Full name of each person involved;
- 10 b. Contact information provided by each OCCUPANT or otherwise obtained  
11 by Defendant;
- 12 c. Material terms discussed;
- 13 d. Date AND time the conversation took place;
- 14 e. Address of the property involved, including unit number OR description  
15 (e.g., "converted garage"); and
- 16 f. Whether an agreement was reached.

17 16. Defendant shall retain documentation of all of the information listed in Paragraph  
18 15 and make it available upon request pursuant to Paragraph 30 below.

19 17. Where CASH FOR KEYS agreements are regulated by state or local law,  
20 Defendant shall fully comply with the relevant requirements of the state law or local ordinance.  
21 Unless permitted by law, Defendant shall not, in any negotiation subject to such a state or local  
22 law, offer less than the mandated minimum compensation under such law.

23 18. Defendant shall retain a copy of all fully executed CASH FOR KEYS agreements  
24 and make them available upon request pursuant to Paragraph 30, below.

25 **Terminating Tenancy**

26 19. As specified in Civil Code section 1962(c), Defendant shall not serve or cause to  
27 be served a notice pursuant to Code of Civil Procedure section 1161(2) or otherwise evict a  
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1 TENANT for nonpayment of rent that accrued during the period of noncompliance with  
2 Defendant's obligation to deliver a CHANGE OF OWNERSHIP NOTICE under Paragraph  
3 12 above.

4 20. For known PERIODIC TENANTS AND OCCUPANTS with a pre-existing  
5 FIXED-TERM LEASE who do not meet the definition of a BONA FIDE FIXED-TERM  
6 TENANT, Defendant shall provide 90 days' NOTICE TO QUIT before filing an unlawful  
7 detainer action, as required by Code of Civil Procedure § 1161b(a).

8 21. For BONA FIDE FIXED-TERM TENANTS, Defendant shall honor the remaining  
9 time on the lease before filing an unlawful detainer action, as required by Code of Civil Procedure  
10 § 1161b(b).

11 22. Defendant's NOTICE TO QUIT used for a RENTAL HOUSING UNIT subject to  
12 a JUST CAUSE ORDINANCE shall state the grounds for eviction if required under the  
13 applicable JUST CAUSE ORDINANCE or applicable state law.

14 23. Defendant shall not file any UNLAWFUL DETAINER action against any known  
15 TENANT until after the notice period required by law has expired.

16 24. Defendant shall make a good faith effort to accurately name all known TENANTS  
17 in its NOTICES TO QUIT AND UNLAWFUL DETAINER complaints.

18 25. Defendant shall include a separate cover sheet with each NOTICE TO QUIT AND  
19 each UNLAWFUL DETAINER complaint. The attached cover sheet shall include at least the  
20 following:

21 a. that the property has been sold in foreclosure and the present owner is initiating  
22 eviction proceedings;

23 b. that the OCCUPANT should consult with a lawyer;

24 c. that the OCCUPANT may lose certain rights if he or she fails to respond to any  
25 court papers served;

26 d. that the OCCUPANT may have the right to stay in the property for 90 days or  
27 longer, regardless of any deadlines indicated on any attached papers;

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1 e. that the OCCUPANT may have additional rights or protections under local or  
2 state law, including just cause for eviction, and may not have to vacate; and

3 f. that the OCCUPANT may obtain further information or legal representation  
4 from a legal services program, county bar association, local court or the California Courts Online  
5 Self-Help Center, and include applicable contact information.

6 26. Whenever Defendant enters into a settlement agreement or stipulated judgment  
7 with any TENANT or OCCUPANT (who is not a PRIOR OWNER) of a residential property  
8 purchased in foreclosure, Defendant shall notify the TENANT or OCCUPANT, and include  
9 language in any settlement agreement or stipulated judgment entered into by the parties, that  
10 Defendant will stipulate to entry of an order barring access to the court record pursuant to Code of  
11 Civil Procedure § 1161.2, provided that the TENANT or OCCUPANT has complied with all  
12 material terms of the agreement. Upon request, Defendant shall provide the TENANT or  
13 OCCUPANT with an appropriate motion or petition for requesting an order barring access to the  
14 court record. Defendant shall retain copies of any such settlements and stipulated judgments and  
15 make them available upon request pursuant to Paragraph 30, below.

16 **Employee Training and Compliance**

17 27. On an annual basis, and no later than 90 days after signing this Judgment,  
18 Defendant shall train all California employees with responsibility for any matter covered by this  
19 Judgment, except attorneys, on the rights of holdover TENANTS in residential properties  
20 purchased in foreclosure. Such training shall at a minimum include the following topics:

21 a. A TENANT'S rights under California law to habitable premises, access to  
22 utilities, quiet enjoyment, AND, post-foreclosure, the right to either stay for an additional 90 days  
23 OR finish the remaining term of a pre-existing FIXED-TERM LEASE.

24 b. The rights of TENANTS with federal Section 8 housing subsidies;

25 c. The nature of a TENANT'S rights under a JUST CAUSE ORDINANCE;

26 d. The UNLAWFUL DETAINER process AND the right of TENANTS to  
27 exclusive AND peaceful possession until judgment;

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- 1 e. The right of TENANTS under applicable state and federal law to  
2 reasonable accommodation during tenancy, including during the eviction process;  
3 f. The rights of TENANTS under the SCRA AND CMVC; and  
4 g. The rights of TENANTS in ELLIS ACT evictions.

5 **MONITORING AND REPORTING**

6 28. Defendant shall prepare AND provide reports to the Attorney General  
7 documenting its compliance with the injunctive provisions of this Judgment. The first  
8 compliance report shall be provided one hundred eighty (180) calendar days after entry of this  
9 Judgment. Four additional reports shall be provided thereafter at one-year intervals following  
10 production of the initial report, unless Plaintiff AND Defendant agree in writing to a different  
11 schedule.

12 29. Defendant's compliance reports shall set forth the following information:

- 13 a. The name, address, AND telephone number of any new foreclosure  
14 purchasing entities AFFILIATED with Defendant in California as well as a brief description of  
15 how the new entity is AFFILIATED;
- 16 b. The number of occupied residential real properties acquired by Defendant  
17 in California through foreclosure sales, AND for each such property:
- 18 i. The number of RENTAL HOUSING UNITS on the premises;  
19 ii. The number of OCCUPANTS that Defendant identified as  
20 TENANTS in accordance with Paragraph 7 above;
- 21 c. All UNLAWFUL DETAINER proceedings initiated by Defendant against  
22 OCCUPANTS of residential real properties purchased after foreclosure, AND for each such  
23 proceeding: the case caption, court, address of the property, disposition, AND copies of any  
24 judgments or settlement agreements, if any;
- 25 d. The number of CASH FOR KEYS agreements negotiated.  
26 e. The number of CASH FOR KEYS agreements reached.
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1           f.     For each CASH FOR KEYS deal either negotiated or concluded,  
2 Defendant shall provide:

- 3           i.     Full name of each person involved;
- 4           ii.    Any contact information provided for each person involved or  
5                otherwise obtained by Defendant;
- 6           iii.   Terms discussed;
- 7           iv.    Date AND time the conversation took place;
- 8           v.     Address of the property involved, including unit number OR  
9                description (e.g., “converted garage”); and,
- 10          vi.    Whether an agreement was reached.

11           g.     Any legal proceedings filed against Defendant relating to CASH FOR  
12 KEYS negotiations with, or eviction proceedings against, OCCUPANTS of a RENTAL  
13 HOUSING UNIT purchased by Defendant in foreclosure.

14           30.    Defendants shall retain records documenting its compliance reports for as long as  
15 the injunctive provisions of this Judgment remain in effect. Upon request, Defendant shall  
16 provide the California Attorney General with such records. Such requests shall be made in  
17 writing, AND Defendant shall have thirty (30) calendar days from receipt of such a request to  
18 respond, unless the Parties agree in writing to a longer response time.

19           31.    The Attorney General and Defendant agree that the compliance reports and other  
20 information provided by Defendant as required by the injunctive provisions of this Judgment is  
21 solely for the Attorney General to monitor Defendant’s compliance with this Judgment. Such  
22 information shall not be disclosed to any person or entity except in response to lawful process  
23 (e.g., a subpoena). If the Attorney General receives a request for such information pursuant to  
24 lawful process, the Attorney General shall promptly notify Defendant so that Defendant may  
25 consider the appropriate legal response. Nothing in this Judgment shall preclude Plaintiff from  
26 making and obtaining a response to investigative demands from Defendant as otherwise provided  
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1 by law under Government Code section 11180 et seq., Business and Professions Code section  
2 17508, OR other legal authorization.

3 **MONETARY PROVISIONS**

4 32. Defendants shall pay, in the aggregate, \$3,500,000 as further described in  
5 Paragraphs 33-35 of this Judgment. Payment shall be made within thirty (30) calendar days of  
6 the date of entry of this Judgment, payable by wire transfer to the California Attorney General's  
7 Office pursuant to instructions provided by the California Attorney General's Office.

8 33. Pursuant to Business and Professions Code sections 17206, Defendant shall pay  
9 \$250,000 in civil penalties.

10 34. Pursuant to Business and Professions Code sections 17203, Defendant shall pay  
11 \$2,750,000 in restitution. This amount shall be paid to the California Attorney General's office,  
12 which may engage a third-party administrator to distribute the funds to former TENANTS of  
13 Defendant's RENTAL HOUSING UNITS, at the sole discretion of the California Attorney  
14 General's Office, based on the value of their lost leasehold interest AND other factors to be  
15 considered by the California Attorney General's Office. The California Attorney General's  
16 Office may use restitution funds under this Paragraph to pay for costs of administration, including  
17 the costs of a third-party administrator.

18 a. Within sixty (60) calendar days of the date of entry of this Judgment,  
19 Defendant shall provide the Attorney General with the names and last known addresses of  
20 individuals who may be entitled to restitution under this Paragraph to the extent that Defendant  
21 possesses such information.

22 b. In exchange for Defendant's payment of these restitution funds, Plaintiff  
23 shall secure, from each consumer who accepts restitution, an agreement that Wedgewood would  
24 be entitled to offset that restitution award against any future claim by that consumer against  
25 Defendant related to the same foreclosed property.

1 c. Any unclaimed restitution funds shall be used by the Attorney General to  
2 defray costs of the investigation leading to this Judgment and for the Attorney General's  
3 enforcement of consumer protection laws, at the sole discretion of the Attorney General.

4 35. Defendant shall pay \$500,000 to Plaintiff for the benefit of a nonprofit  
5 organization to be selected at the sole discretion of the Attorney General. Said funds shall be  
6 distributed by Plaintiff to the selected organization for the specific purpose of supporting  
7 programs and related activities that benefit California tenants or help combat homelessness in  
8 California.

9 **RETENTION OF JURISDICTION**

10 36. The Superior Court shall retain jurisdiction of this matter for the purpose of,  
11 among others things, enabling any party to this Judgment to apply to the Court at any time, after  
12 serving notice on the other party, for such further orders AND directions as may be necessary OR  
13 appropriate for the construction OR carrying out of this Judgment, for modification OR  
14 termination of any injunctive provision of this Judgment, OR for punishment for any violation of  
15 this Judgment.

16 **ADDITIONAL PROVISIONS**

17 37. Effective upon payment of the full amounts due under Paragraph 32 of this  
18 Judgment, the California Attorney General releases and discharges Defendants and its current and  
19 former directors, officers, owners, employees and agents, from any civil claims the People could  
20 assert under Business & Professions Code section 17200 et seq. for any of the acts or practices  
21 alleged in the Complaint in this action that occurred prior to the entry of Judgment.

22 38. No part of this Judgment shall create, waive, release or limit any private cause of  
23 action.

24 39. Nothing in this Judgment shall revive any statute of limitations that has expired,  
25 except in the event of a legally binding tolling agreement between the parties.

26 40. The exclusive right to enforce any violation of this Judgment shall be with the  
27 parties to this Judgment and the Court.

1           41.     After a period of five (5) years from the date of entry of this Judgment, Defendant  
2 may serve upon the Attorney General a request to terminate the injunctive terms of the Judgment.  
3 Defendant and the Attorney General shall then discuss in good faith whether Defendant has  
4 substantially complied with the injunctive relief stated. Defendant may file with the court, ninety  
5 (90) calendar days after serving the request, and serve on the Attorney General, a motion to  
6 terminate the injunctive terms of the Judgment. The Attorney General will not oppose  
7 Defendant's motion, and the Court shall grant it, if Defendant demonstrates that it has been in  
8 substantial compliance with the injunctive terms for the three (3) years prior to Defendant's  
9 motion. If the Court denies Defendant's motion in whole or part, Defendant may invoke the  
10 procedure set forth in this Paragraph after one (1) year from the denial of Defendant's most recent  
11 motion to terminate or at such earlier time as the Court may allow.

12           42.     The clerk is ordered to enter this Judgment forthwith.

13           **IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Judge of the Superior Court