

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ANGELA K ROSENAU (SBN 182175) CALIFORNIA ATTORNEY GENERAL'S OFFICE 600 WEST BROADWAY, STE 1800 SAN DIEGO CA 92101 TELEPHONE NO.: 619-738-9349 FAX NO.: 619-645-2271		FOR COURT USE ONLY CIVIL JUDICIAL OFFICE 4 CENTRAL DIVISION 2016 AUG 10 PM 1:52 CLERK OF SUPERIOR COURT SAN DIEGO COUNTY, CA	
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 WEST BROADWAY MAILING ADDRESS: 330 WEST BROADWAY CITY AND ZIP CODE: SAN DIEGO 92101 BRANCH NAME: HALL OF JUSTICE		CASE NUMBER: 37-2016-00027360-CU-MC-CTL JUDGE: DEPT:	
CASE NAME: People v. San Diego Family Housing LLC et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|--|--|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input checked="" type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **One Unfair Competition (Bus. & Prof Code, 17200)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-045.)

Date:

Angela K Rosenau

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

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10 *California*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12
13 COUNTY OF SAN DIEGO
14
15

16 **THE PEOPLE OF THE STATE OF**
17 **CALIFORNIA,**

18 Plaintiff,

19 v.

20 **SAN DIEGO FAMILY HOUSING LLC,**
21 **LINCOLN MILITARY PROPERTY**
22 **MANAGEMENT LP, and KIMBALL,**
23 **TIREY & ST. JOHN LLP,**

24 Defendants.
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[EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103]

FILED
CIVIL DIVISION
2016 AUG 10 PM 1:52
SAN DIEGO, CALIFORNIA

Case No. **37-2016-00027360-CU-MC-CTL**

**COMPLAINT FOR PERMANENT
INJUNCTION, CIVIL PENALTIES,
RESTITUTION, AND OTHER
EQUITABLE RELIEF**

(BUS. & PROF. CODE, § 17200 et seq.) -

ASSIGN TO MASTER CALENDAR

1 The People of the State of California (the “People” or “Plaintiff”) by and through Kamala
2 D. Harris, Attorney General, allege as follows:

3 **INTRODUCTION**

4 1. The People bring this action to hold a privatized military housing contractor and its
5 eviction law firm accountable for violating the rights of servicemembers and military families in
6 eviction lawsuits brought in California state courts.

7 2. The defendants in this case are Lincoln Military Property Management LP and San
8 Diego Family Housing LLC (collectively “Lincoln”), a contractor that operates privatized
9 military housing complexes serving Navy and Marine Corps installations in San Diego County
10 and elsewhere in California, and its eviction law firm, Kimball, Tirey & St. John LLP (“KTS”).

11 3. The Servicemembers Civil Relief Act (“SCRA”) and California Military and Veterans
12 Code (“CMVC”) protect servicemembers who are sued while they are on active military duty.
13 These laws apply to any civil action – including an eviction lawsuit – and they require the
14 plaintiff to file a sworn affidavit notifying the court that the defendant is a servicemember on
15 active duty. These laws also prohibit the entry of a default judgment against the servicemember
16 unless a lawyer is appointed to represent his or her interests. Rather than comply with these laws,
17 Lincoln and KTS used false and misleading affidavits to obtain illegal default judgments from
18 California state courts against active duty soldiers, sailors, and marines.

19 4. Lincoln and KTS also violated California privacy laws by making court filings that
20 included the names, Social Security numbers, and dates of birth of servicemembers and their
21 families, along with other unnecessary personal information. This conduct exposed the victims to
22 a risk of identity theft and other potential harm.

23 5. In this action, the People seek an order permanently enjoining Lincoln and KTS from
24 engaging in these unlawful, unfair, and fraudulent practices, restitution for the victims, civil
25 penalties, and all other relief available under California law.
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DEFENDANTS

6. Defendant San Diego Family Housing LLC, is a California limited liability company headquartered at Dallas, Texas, that operates privatized military housing in San Diego County and elsewhere within California. At all relevant times, San Diego Family Housing LLC has transacted and continues to transact business throughout California, including San Diego County.

7. Defendant Lincoln Military Property Management, LP, is a Delaware limited partnership headquartered at Dallas, Texas, that operates privatized military housing in San Diego County and elsewhere within California. At all relevant times, Lincoln has transacted and continues to transact business throughout California, including San Diego County.

8. The law firm of Kimball, Tirey & St. John LLP ("KTS") is a law firm and California limited liability partnership headquartered in San Diego, California. At all relevant times, KTS has transacted and continues to transact business throughout California, including San Diego County.

9. San Diego Family Housing LLC and Lincoln are collectively referred to as "Lincoln." Lincoln and KTS are collectively referred to as "Defendants."

10. At all relevant times, each Defendant acted individually and jointly with every other named Defendant in committing all acts alleged in this Complaint.

11. At all relevant times, each Defendant acted: (a) as a principal; (b) under express or implied agency; and/or (c) with actual or ostensible authority to perform the acts alleged in this Complaint on behalf of every other named Defendant.

12. At all relevant times, some or all Defendants acted as the agent of the others, and all Defendants acted within the scope of their agency if acting as an agent of another.

13. At all relevant times, each Defendant knew or realized, or should have known or realized, that the other Defendants were engaging in or planned to engage in the violations of law alleged in this Complaint. Knowing or realizing that the other Defendants were engaging in such unlawful conduct, each Defendant nevertheless facilitated the commission of those unlawful acts.

1 Each Defendant intended to and did encourage, facilitate, or assist in the commission of the
2 unlawful acts, and thereby aided and abetted the other Defendants in the unlawful conduct.

3 14. Defendants have engaged in a conspiracy, common enterprise, and common course of
4 conduct, the purpose of which is and was to engage in the violations of law alleged in this
5 Complaint. The conspiracy, common enterprise, and common course of conduct continue to the
6 present.

7 **JURISDICTION AND VENUE**

8 15. At all relevant times, Defendants have transacted and continue to transact business in
9 the County of San Diego and elsewhere in the State of California. The violations of law
10 described herein occurred in the County of San Diego and elsewhere in California.

11 **DEFENDANTS' BUSINESS PRACTICES**

12 16. Lincoln operates privatized military housing complexes near Navy and Marine Corps
13 installations in San Diego County and elsewhere in California, including near installations in
14 Orange, Ventura, Monterey, Imperial, San Bernardino, Mono, Kings, and Kern counties. These
15 complexes are home to thousands of active duty military families, including reservists and
16 members of the California National Guard who are serving on active duty.

17 17. Lincoln periodically evicted tenants from these complexes and sought to collect rent
18 or other amounts that it claimed its tenants owed. To do so, Lincoln and its eviction law firm
19 KTS filed unlawful detainer lawsuits in California state courts. Some of the defendants named in
20 these eviction lawsuits did not respond, and Lincoln and KTS requested that the courts hearing
21 these cases enter default judgments.

22 18. Servicemembers on active duty have special protections against default judgments
23 under both the federal Servicemembers Civil Relief Act ("SCRA") and California's Military and
24 Veteran's Code ("CMVC"). These laws require a plaintiff that sues a servicemember, and then
25 wants a default judgment, to file an affidavit informing the court of the defendant's military
26 status, and they require the appointment of counsel to protect the servicemember's interests.

1 They also give the court hearing the case broad latitude to protect the rights of the absent
2 servicemember.

3 19. These protections exist because of the realities of military service. A soldier, sailor,
4 airman, marine, or coastguardsman may be at sea, on a distant battlefield, or away from home for
5 training, medical care, or other reasons that prevent the servicemember from learning that he or
6 she has been sued, or from appearing and defending the lawsuit.

7 20. Lincoln and KTS failed to honor these rights. First, in lawsuits filed in California
8 state courts between 2008 and the present, Lincoln and KTS requested default judgments against
9 active duty military members without filing affidavits that accurately inform the court that the
10 defendants in those cases were active duty members of the Armed Forces, and that set forth facts
11 supporting the affidavits.

12 21. In addition, in lawsuits filed in California state courts between 2008 and the present,
13 Lincoln and KTS filed false and misleading affidavits that misrepresented the military status of
14 the defendants against whom default judgments were sought.

15 22. Lincoln and KTS thereby obtained default judgments unlawfully and in violation of
16 the SCRA and CMVC. Lincoln and KTS also engaged in collection efforts related to these
17 judgments. Lincoln and KTS engaged in this conduct even though they knew that Lincoln was in
18 the business of renting to active duty servicemembers protected by the SCRA and CMVC.

19 23. In addition, Lincoln and KTS engaged in conduct that violated the privacy rights of
20 California servicemembers and military family members.

21 24. From 2008 through the present, Lincoln and KTS made public court filings that
22 disclosed the protected personal information of Lincoln's servicemember-tenants and their
23 families.

24 25. The information that Lincoln and KTS disclosed included the servicemembers' name,
25 Social Security number, rank, and military unit; the names, Social Security number or dates of
26 birth of the servicemembers' spouse and children; and the name and contact information of the
27

1 person listed by the servicemember as an emergency contact. This information was not redacted.
2 It was available to any person reviewing the public court file.

3
4 FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

5 VIOLATIONS OF BUSINESS AND PROFESSIONS CODE SECTION 17200

6 (Unfair Competition Law)

7 26. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 25,
8 inclusive, as though set forth here in full.

9 27. Defendants have engaged in, and continue to engage in, acts or practices that
10 constitute unfair competition as defined in Business and Professions Code section 17200. These
11 acts or practices include, but are not limited to, the following:

- 12 a. Violating the Servicemembers Civil Relief Act, 50 U.S.C. § 3931 et seq., in
13 connection with unlawful detainer and related actions by:
- 14 (i.) Filing false or misleading affidavits of military status in support of
15 requests for default judgment against members of the Armed Forces
16 on active duty;
- 17 (ii.) Failing, in connection with applications for default judgment
18 against members of the Armed Forces on active duty, to file
19 declarations stating that the defendant is in military service and
20 setting forth facts supporting the declaration;
- 21 (iii.) Obtaining default judgments against members of the Armed Forces
22 on active duty who were not appointed counsel;
- 23 b. Violating Section 402 of the California Military and Veterans Code in
24 connection with unlawful detainer and related actions by:
- 25 (i.) Filing false or misleading affidavits of military status in support of
26 requests for default judgment against members of the reserve
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1 components of the Armed Forces, including the California National
2 Guard, who were on active duty;

3 (ii.) Failing, in connection with applications for default judgment
4 against members of the reserve components of the Armed Forces,
5 including members of the California National Guard, who were on
6 active duty, to file declarations setting forth that the defendant is in
7 military service; and

8 (iii.) Obtaining default judgments against members of the reserve
9 components of the Armed Forces, including members of the
10 California National Guard, who were on active duty, and who were
11 not appointed counsel;

12 c. Violating Civil Code section 1788.13, part of the Rosenthal Fair Debt
13 Collection Practices Act, Civil Code section 1788 et seq. (the "Rosenthal Act"),
14 by making misrepresentations and engaging in unlawful practices in connection
15 with the collection of a debt, including by:

16 (i.) filing false and misleading affidavits of military status; and

17 (ii.) collecting on judgments obtained in violation of the
18 Servicemembers Civil Relief Act and California Military and
19 Veterans Code;

20 d. Violating Civil Code section 1788.17, part of the Rosenthal Act, by using false,
21 deceptive or misleading representations or means in connection with the
22 collection of a debt, including by:

23 (i.) filing false and misleading affidavits of military status; and

24 (ii.) collecting on judgments obtained in violation of the
25 Servicemembers Civil Relief Act and California Military and
26 Veterans Code;

- 1 e. Violating the right to privacy established by Article 1, Section 1 of the
2 California Constitution, by disclosing and permitting the disclosure of personal
3 information, including Social Security numbers, in court filings made in
4 unlawful detainer and related actions against servicemembers and their families.
5 f. Violating Civil Code section 1798.81.5 by disclosing and permitting the
6 disclosure of personal information, including Social Security numbers, in court
7 filings made in unlawful detainer and related actions against servicemembers
8 and their families.
9 g. Violating Civil Code section 1798.85 by communicating and making publically
10 available Social Security numbers in court filings made in unlawful detainer
11 and related actions against servicemembers and their families.
12 h. Violating California Rule of Court 1.20 by disclosing and permitting the
13 disclosure of personal information, including Social Security numbers, in court
14 filings made in unlawful detainer and related actions against servicemembers
15 and their spouses.

16 28. Defendants' conduct was in continuing violation of the Unfair Competition Law,
17 beginning at a time unknown to Plaintiff but no later than January 1, 2008, and continuing to
18 within four years of the filing of this complaint.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment as follows:

- 21 1. That Defendants, their successors, agents, representatives, employees, and all persons
22 who act in concert with them be permanently enjoined from engaging in unfair competition as
23 defined in Business and Professions Code section 17200, including, but not limited to, the acts
24 and practices alleged in this Complaint, under the authority of Business and Professions Code
25 section 17203;
26 2. That the Court make such orders or judgments as may be necessary to prevent the use
27 or employment by any Defendant of any practice that constitutes unfair competition or as may be
28

1 necessary to restore to any person in interest any money or property that may have been acquired
2 by means of such unfair competition, under the authority of Business and Professions Code
3 section 17203;

4 3. That the Court assess a civil penalty of \$2,500 against each Defendant for each
5 violation of Business and Professions Code section 17200 in an amount according to proof, under
6 the authority of Business and Professions Code section 17206;

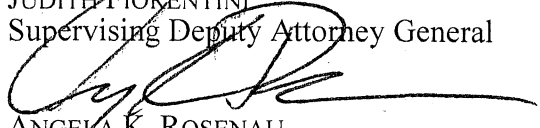
7 4. In addition to any penalty assessed under Business and Professions Code section
8 17206, that the Court assess a civil penalty of \$2,500 against each Defendant for each violation of
9 Business and Professions Code section 17200 perpetrated against a senior citizen or disabled
10 person, in an amount according to proof, under the authority of Business and Professions Code
11 section 17206.1;

12 5. That the People recover their costs of suit; and

13 6. For such other and further relief that the Court may deem just and proper.
14

15 Respectfully Submitted,

16 Dated: August 10, 2016

17 KAMALA D. HARRIS
Attorney General of California
18 NICKLAS A. AKERS
Senior Assistant Attorney General
19 JUDITH FIORENTINI
Supervising Deputy Attorney General
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21 ANGELA K. ROSENAU
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[EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103]

AUG 10 10 01 AM '13

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO
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15 **THE PEOPLE OF THE STATE OF**
16 **CALIFORNIA,**

17 Plaintiff,

18 v.

19 **SAN DIEGO FAMILY HOUSING LLC,**
20 **LINCOLN MILITARY PROPERTY**
21 **MANAGEMENT LPKIMBALL, TIREY &**
22 **ST.JOHN LLP**

23 Defendants.

Case No.

**STIPULATION FOR ENTRY OF
FINAL JUDGMENT**

24 Plaintiff, the People of the State of California (Plaintiff or the People), through its attorney,
25 Kamala D. Harris, Attorney General, by Angela Rosenau, Deputy Attorney General, and
26 Defendants San Diego Family Housing, LLC, Lincoln Military Property Management LP by their
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1 attorneys, Michael Lipman, Esq. and Heather Guerena, Esq., and Kimball, Tirey & St. John LLP
2 by its attorney Klinedinst PC, Earll M. Pott stipulate as follows:

3 1. The Final Judgment (Judgment), a true and correct copy of which is attached to this
4 Stipulation for Entry of Final Judgment (Stipulation) as Exhibit 1, may be entered in this matter.

5 2. Concurrently with the filing of this Stipulation, Plaintiff has filed its Complaint in this
6 matter pursuant to California Business and Professions Code sections 17200 et seq. alleging that
7 Defendants committed violations of such code sections.

8 3. Plaintiff, by its counsel, and Defendants, by their counsel, have agreed to the entry of
9 the Judgment by the Court without trial or adjudication of any issue of fact or law or finding of
10 wrongdoing or liability of any kind.

11 4. The Court has jurisdiction over the subject matter of this action, jurisdiction over the
12 parties to this action, and venue is proper in this Court.

13 5. Defendants, at all relevant times, have transacted business in the City and County of
14 San Diego and elsewhere in the State of California.

15 6. Plaintiff and Defendants have agreed to resolve the claims raised by the Judgment by
16 entering into this Stipulation. The Judgment is entered pursuant to California Business and
17 Professions Code sections 17200 et seq.

18 7. Defendants enter into this Stipulation solely in order to resolve the Attorney
19 General's concerns under the state consumer protection laws as to the matters addressed in this
20 Stipulation and thereby avoid unnecessary expense, inconvenience, and uncertainty. Nothing
21 contained herein may be taken as or construed to be an admission or concession of any violation
22 of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing
23 (including allegations of the Complaint), all of which Defendants expressly deny. Defendants do
24 not admit any violation of law, and do not admit any wrongdoing that was or could have been
25 alleged by any Attorney General before the date of the Judgment. No part of this Stipulation,
26 including its statements and commitments, shall constitute evidence of any liability, fault, or
27 wrongdoing by Defendants. It is the intent of the parties to this action that this Stipulation and
28 attached Judgment shall not be binding or admissible in any other matter, including, but not

1 limited to, any investigation or litigation, other than in connection with the enforcement of the
2 Judgment. No part of this Stipulation and attached Judgment shall create a private cause of action
3 or confer any right to any third party for violation of any federal or state statute except that
4 Plaintiff may file an action to enforce the terms of this Stipulation and Judgment.

5 8. Neither the Stipulation nor the Judgment creates a waiver or limits Defendants' legal
6 rights, remedies, or defenses in any other action by the California Attorney General, and does not
7 waive or limit Defendants' right to defend itself from, or make argument in, any other matter,
8 claim, or suit, including, but not limited to, any investigation or litigation relating to the subject
9 matter or terms of the Stipulation and Judgment. Nothing in the Stipulation or the Judgment shall
10 waive, release, or otherwise affect any claims, defenses, or positions Defendants may have in
11 connection with any investigations, claims, or other matters Plaintiff is not releasing hereunder.
12 Notwithstanding the foregoing, Plaintiff may file an action to enforce the terms of the Judgment.

13 9. The Stipulation and the Judgment represent the full and complete terms of the
14 settlement entered into by the parties to this action. In any action undertaken by the parties to this
15 action, neither prior versions of the Stipulation and the Judgment nor prior versions of any of their
16 terms that were not entered by the Court in the Judgment may be introduced for any purpose
17 whatsoever.

18 10. The Judgment may be entered by any judge of the San Diego Superior Court.
19 Counsel for Plaintiff may submit the Judgment to any judge of the Superior Court for approval
20 and signature, during the Court's ex parte calendar or on any other basis. Defendants waive the
21 right to any personal notice of any such ex parte submission of the Judgment to the Court.
22 Defendants will accept notice of entry of judgment entered in this action by delivery of such
23 notice to its counsel of record, and agree that service of notice of entry of judgment will be
24 deemed personal service upon them for all purposes.

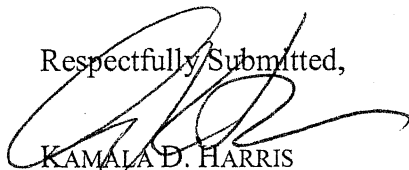
25 11. This Stipulation may be executed in counterparts, and a facsimile or scanned
26 signature shall be deemed to be, and shall have the same force and effect as, an original signature.

27 12. The parties to this action agree that none of them shall be deemed the drafter of this
28 Stipulation and Judgment and that, in construing this Stipulation and Judgment, no provision

1 hereof shall be construed in favor of one party on the ground that such provision was drafted by
2 the other.

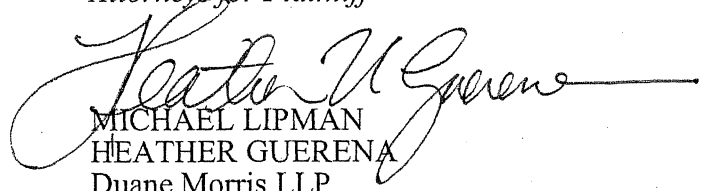
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4 Dated: August 10, 2016

Respectfully Submitted,


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JUDITH FIORENTINI
Supervising Deputy Attorney General

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10 Dated: August 10, 2016

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Attorney for Defendants
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LINCOLN MILITARY PROPERTY
MANAGEMENT LP

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17 Dated: August 10, 2016

SAN DIEGO FAMILY HOUSING, LLC

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LINCOLN MILITARY PROPERTY
MANAGEMENT LP

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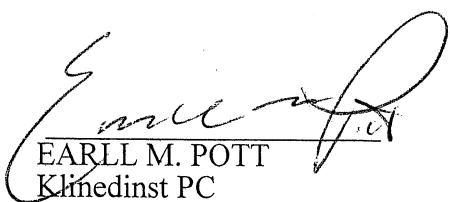
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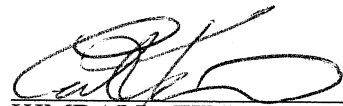
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Dated: ^{Aug 10} July , 2016



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Attorney for Defendants
KIMBALL, TIREY & ST. JOHN LLP

Dated: ^{August 10,} ~~July~~ , 2016
JLK



KIMBALL, TIREY & St. JOHN LLP

Dated July , 2016

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**SAN DIEGO FAMILY HOUSING LLC,
LINCOLN MILITARY PROPERTY
MANAGEMENT LP, KIMBALL, TIREY &
ST. JOHN LLP**

Defendants.

Case No.
[PROPOSED] FINAL JUDGMENT

Plaintiff, the People of the State of California (Plaintiff or People), through its attorney, Kamala D. Harris, Attorney General, by Angela Rosenau, Deputy Attorney General, Defendants San Diego Family Housing, LLC, and Lincoln Military Property Management LP, by their attorneys, Duane Morris LLP, Michael Lipman, Esq. and Heather Guerena, Esq., and Defendants Kimball, Tirey & St. John LLP by its attorney Klinedinst PC, Earll M. Pott, having stipulated and consented to the entry of this Final Judgment (Judgment) without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an

1 admission by Defendants regarding any issue of law or fact alleged in the Complaint on file, and
2 without Defendants admitting any liability and with all parties having waived their right to
3 appeal, and the Court having considered the matter and good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

5 **I. PARTIES AND JURISDICTION**

6 1. The People of the State of California is the Plaintiff in this case.

7 2. San Diego Family Housing LLC, Lincoln Military Property Management, LP
8 (jointly "SDFH" unless otherwise indicated) and Kimball, Tirey & St. John LLP are the
9 Defendants in this case.

10 3. At all relevant times Defendants transacted business in the State of California,
11 including, but not limited to, San Diego County.

12 4. The Court has jurisdiction over the subject matter of this action, jurisdiction over
13 all the parties to this action, and venue is proper in this Court.

14 5. This Judgment is entered into pursuant to and subject to California Business and
15 Professions Code sections 17200 et seq.

16 6. The terms of this Judgment shall be governed by the laws of the State of
17 California.

18 **II. DEFINITIONS**

19 7. For the purposes of this Judgment:

20 A. MILITARY SERVICE means both: (a) military service as defined by Title 50
21 United States Code section 3911, subdivision (2); and (b) military service as defined by
22 California Military and Veteran's Code section 400, subdivision (b).

23 B. PERSONAL INFORMATION means an individual's first name or first initial
24 and his or her last name in combination with any one or more of the following data elements:
25 (1) social security number, and/or (2) date of birth.

26 C. SERVICEMEMBER means both (a) a member of the uniformed services as
27 defined by Title 50 United States Code section 3911, subdivision (1); and (b) a member of the
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1 National Guard and Reservists of the United States Military Reserve as defined by California
2 Military and Veterans Code, Section 400, subdivision (a).¹

3 D. TENANT SCREENING SERVICE PROVIDER means a business, including,
4 but not limited to, Contemporary Information Corp, CoreLogic, SafeRent, Experian, RentBureau,
5 First Advantage Corporation Resident History Report, LeasingDesk (Real Page), Screening
6 Reports, Inc., Tenant Data Services, and TransUnion Rental Screening Solutions, Inc., which
7 provides services to residential landlords and property managers for the purpose of evaluating and
8 assessing a prospective tenant's likelihood of fulfilling the terms of a lease or rental agreement.

9 E. UNLAWFUL DETAINER ACTION means an action brought by SDFH for
10 eviction, possession, or damages related to a lease or rental agreement for military housing.

11 **III. INJUNCTION**

12 8. Nothing in the Judgment alters the requirements of federal or state law to the
13 extent they offer greater protections to consumers.

14 9. The injunctive provisions of this Judgment shall apply to Defendants as well as
15 their respective subsidiaries, successors, assigns, directors, officers, employees, agents,
16 independent contractors, partners, associates, and representatives of each of them.

17 10. In accordance with California Business and Professions Code section 17203,
18 Defendants are hereby enjoined and restrained from engaging, directly or indirectly, in the
19 following:

20 A. Making or filing a false or deceptive affidavit or declaration regarding
21 MILITARY SERVICE in an UNLAWFUL DETAINER ACTION;

22 B. Executing the declaration of nonmilitary status on Judicial Council Form
23 CIV-100 in an UNLAWFUL DETAINER ACTION when any defendant to such action is
24 a SERVICEMEMBER in MILITARY SERVICE;

25
26 ¹ If the sections of the Servicemembers Civil Relief Act, Title 50 United States Code
27 Section 3901 et seq., and or the California Military and Veteran's Code section 400 et seq.,
28 referenced in this Judgment, are later modified, re-codified, or otherwise amended to require
different conduct than what is set forth herein, it is the intention of the Parties that the Injunction
will require compliance with the then current law.

1 C. Submitting any filings in an UNLAWFUL DETAINER ACTION that
2 contain the un-redacted social security number or date of birth of any person, or the un-
3 redacted first name of a minor.

4 11. Defendants shall comply with the Servicemembers Civil Relief Act, Title 50 United
5 States Code Section 3901 et seq., and California Military and Veteran's Code section 400 et seq.

6 12. Defendants shall comply with Title 50 United States Code 3931 and California
7 Military and Veteran's Code section 402 pertaining to default judgments in UNLAWFUL
8 DETAINER ACTIONS, including, but not limited to the following:

9 A. Before seeking a default judgment in an UNLAWFUL DETAINER ACTION
10 SDFH shall determine if any defendant to such action is a SERVICEMEMBER and
11 confirm MILITARY SERVICE, and

12 B. Defendants shall, in each case where it seeks entry of default judgment against
13 a SERVICEMEMBER in an UNLAWFUL DETAINER ACTION, affirmatively notify the
14 court of the SERVICEMEMBER'S MILITARY SERVICE and file a motion or such other
15 documents as the presiding court procedure requires, to request that the court appoint
16 counsel to represent the SERVICEMEMBER pursuant to Title 50 United States Code 3931
17 and/or Military and Veteran's Code section 402.

18 13. No later than 180 days from the effective date of this Judgment, Defendants shall
19 vacate (1) the 18 identified default judgments listed on ATTACHMENT A, and (2) any other
20 judgment identified either by Defendants or by notice from the Office of the Attorney General,
21 obtained in an UNLAWFUL DETAINER ACTION between January 1, 2008, and the effective
22 date of this Judgment issued against a defendant who was: (a) a SERVICEMEMBER engaged in
23 MILITARY SERVICE at the time of the application for entry of the judgment; and (b) not
24 represented by counsel at the time such judgment was entered. For each such judgment:

25 A. Defendants shall dismiss with prejudice the action in which such judgment was
26 taken.

27 B. Defendants shall cease future collection activities and cancel the balance due
28 from all such SERVICEMEMBERS.

1 C. Defendants shall refund all amounts collected from all such
2 SERVICEMEMBERS.

3 D. Defendants shall provide written notice to the major credit reporting agencies,
4 Equifax, Experian, Transunion, and to TENANT SCREENING SERVICE PROVIDERS
5 that such judgment has been vacated and such action has been dismissed with prejudiced,
6 and request that any reference to such action or judgment be deleted from the credit or
7 tenant screening record for all such SERVICEMEMBERS.

8 E. Defendants shall provide written notice to each such SERVICEMEMBER of
9 (1) the dismissal of such action and vacation of such judgment; (2) copies of the notice to
10 major credit reporting agencies and TENANT SCREENING SERVICE PROVIDERS
11 requesting deletion and/or suppression of such action or judgment from all public
12 disclosures; and (3) information for obtaining assistance from SDFH to restore and repair
13 credit history pertaining to such action or judgment.

14 14. No later than 180 days from the effective date of this judgment, Defendants shall file
15 a motion to redact each social security number, date of birth, and minor's first name contained on
16 a lease or rental agreement filed with a California court in any UNLAWFUL DETAINER
17 ACTION brought by Defendants between January 1, 2008 and the effective date of this
18 Judgment. In addition, SDFH shall:

19 A. Provide written notice of the disclosure of PERSONAL INFORMATION to
20 each adult individual whose PERSONAL INFORMATION or whose minor child's
21 PERSONAL INFORMATION was disclosed on such lease or rental agreement and advise
22 each such individual of his or her right to avail himself or herself of the identity theft repair
23 and mitigation services Defendants must provide in accordance with paragraph 14.B.
24 below.

25 B. Provide identity theft repair and mitigation services for at least 12 months from
26 the date of notice to each adult individual whose PERSONAL INFORMATION or whose
27 minor child's PERSONAL INFORMATION was disclosed on such lease or rental
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1 agreement. These services shall include, at a minimum, credit monitoring, identity theft
2 monitoring, public records monitoring, and assistance in placing a credit freeze.

3 15. No later than 190 days from the effective date of this judgment, SDFH shall provide
4 the Office of the Attorney General written certification of compliance with Paragraphs 13 and 14
5 of the Judgment.

6 **IV. OTHER MONETARY PROVISIONS**

7 16. No later than thirty days after the entry of this Judgment, SDFH shall pay the People
8 of the State of California \$200,000 (two hundred thousand dollars) pursuant to California
9 Business and Professions Code section 17206.

10 17. The check required to be paid pursuant to Paragraph 16 of this Judgment shall be
11 made payable to the Office of the California Attorney General and sent to the Attorney General's
12 Office, Attention: Angela Rosenau, 600 West Broadway, Suite 1800, San Diego, California
13 92101.

14 **V. OTHER TERMS**

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

20 19. The injunction stated in Paragraph 12 shall remain in effect for a period of 5 years
21 from the effective date of the judgment.

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

23 ORDERED AND ADJUDGED at San Diego, California

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25 DATED: _____

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JUDGE OF THE SUPERIOR COURT