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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 04 2005

ALAN SLATER, Clerk of the Court
Pat Pendergraft
BY P. PENDERGRAFT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CONSUMER DEFENSE GROUP

Plaintiff,

vs.

AF EVANS COMPANY, INC. AND
EVANS PROPERTY MANAGEMENT,
INC. AND DOES 1-10

Defendants.

CASE NO. 05CC03203

~~PROPOSED~~ CONSENT JUDGMENT
HON. ~~THOMPSON~~
~~ET~~ THOMPSON
C23

1. INTRODUCTION

1.1 Plaintiff CONSUMER DEFENSE GROUP ACTION, dba Consumer Defense Group, is a California corporation suing "in the public interest" pursuant to Health and Safety Code section 25249.7(d) and Business and Professions Code section 17204.

1.2 AF EVANS COMPANY, INC. AND EVANS PROPERTY MANAGEMENT, INC. (hereinafter referred to collectively as "Settling Defendant") owned, owns and/or manages the apartment and other facilities in California set forth on the attached Exhibit A, which is incorporated as if set forth fully herein (collectively the "Facilities").

1.3 The State of California has officially listed various chemicals pursuant to Health

and Safety Code section 25249.8 as chemicals known to the State of California to cause cancer
1 and/or reproductive toxicity.

2 1.4 More than sixty-five (65) days prior to filing suit in this action, Plaintiff served
3
4 Settling Defendant with a document entitled "60-Day Notice of Intent to Sue Pursuant to
5 California Health & Safety Code sections 25249.5" (the "Initial Notice"). The Initial Notice
6 stated, among other things, that Plaintiff believed that Settling Defendant was in violation of
7 California Health & Safety Code sections 25249.5, *et seq.* ("Proposition 65") for knowingly and
8 intentionally exposing consumers, customers, and employees of the Facilities, as well as the
9 public, to tobacco products, tobacco smoke and their constituent chemicals (collectively
10 "Tobacco Chemicals") known to cause cancer, birth defects and other reproductive harm
11 without first providing a clear and reasonable warning to such individuals. More than sixty-five
12 days prior to the filing of the Complaint in this action, Plaintiff served Settling Defendant with
13 a document entitled "Amended 60-Day Notice of Intent to Sue Pursuant to California Health &
14 Safety Code sections 25249.5" which incorporated by reference the Initial Notice (the
15 "Amended Notice") (hereinafter the Initial Notice and the Amended Notice shall be referred to
16 as "the 60 Day Notices"). The Amended Notice stated, among other things, that Plaintiff
17 believed that Settling Defendant was in violation of California Health & Safety Code sections
18 25249.5, *et seq.* ("Proposition 65") for knowingly and intentionally exposing consumers,
19 customers, and employees of the Facilities, as well as the public, to the Tobacco Chemicals
20 referenced in the Initial Notice, as well as to benzene and other chemicals found in gasoline
21 components and exhausts, as well as chemicals found in swimming pools/spas/hot tubs, roofing
22 and construction materials and in pesticides used at the Facilities for weed and pest control (the
23 "Additional Chemicals"), each of which are known to cause cancer, birth defects and other
24 reproductive harm, without first providing a clear and reasonable warning to such individuals.
25 Hereinafter the Tobacco Chemicals and the Additional Chemicals shall be referred to as the
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1 "Noticed Chemicals" . The Noticed Chemicals are the only chemicals included within the
2 terms of this consent judgment. The Amended Notice is attached hereto as Exhibit B.

3 1.5 On February 15, 2005, Plaintiff filed a lawsuit in the Superior Court of the State
4 of California for the County of Orange (the "Court") entitled Consumer Defense Group Action
5 v. A F Evans Company, Inc. and Evans Property Management, Inc. and Does 1-10, Orange
6 County Superior Court Case No. 05CC03203 naming Settling Defendant as a defendant (the
7 "Lawsuit"). Plaintiff and Settling Defendant are hereafter referred to individually each as a
8 "Party" and collectively as the "Parties."

9 1.6 Settling Defendant disputes that it has violated Proposition 65 as described in
10 the 60 Day Notices. Plaintiff disputes that Settling Defendant has complied with Proposition
11 65.

12 1.7 Plaintiff and Settling Defendant wish to resolve the issues raised by the 60 Day
13 Notices and the Lawsuit pursuant to the terms and conditions described herein. In entering into
14 this Consent Judgment, both Plaintiff and Settling Defendant recognize that this Consent
15 Judgment is a full and final settlement of all claims that were raised or which could have been
16 raised in the Lawsuit or pursuant to either of the 60 Day Notices described above.

17 1.8 Nothing contained in this Consent Judgment shall be construed as an admission
18 by any party or the "Released Parties," as defined in paragraph 4.2 below, that any action that
19 Settling Defendant or the "Released Parties" may have taken, or failed to take, violates
20 Proposition 65 or any other provision of any other statute, regulation or principal of common
21 law, including without limitation Business & Professions Code §17200, et seq.

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25 **2. JURISDICTION**

26 2.1 For purposes of this Consent Judgment only, the Parties agree that:

27 2.2 Each of the parties hereto acknowledges that they are subject to jurisdiction
28 before all Courts for the State of California and agrees that no proceeding respecting any

1 dispute regarding the interpretation of this Consent Judgment, the performances of the parties
2 pursuant to the terms of this Consent Judgment, or the damages accruing to a party by reason of
3 any breach of this Consent Judgment shall be commenced in any other Court.

4 2.3 Each of the parties hereto hereby agrees that venue of any dispute regarding the
5 interpretation of this Consent Judgment, the performance of the parties pursuant to the terms of
6 this Consent Judgment, or the damages accruing to a party by reason of any breach of this
7 Consent Judgment shall be proper before the Superior Court of the State of California for the
8 County of Orange and hereby waives any right that such party may have to object to such venue
9 or to seek to transfer the venue of such dispute to any other Court on the basis that such Court
10 would be a more convenient forum.

11 2.4 The Court has jurisdiction to enter this Consent Judgment as a full and final
12 judgment.

13 **3. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS**

14 3.1 Within thirty (30) days following the entry of the Judgment, Settling Defendant
15 shall place a warning with the following language, or language comparable thereto, at the
16 primary point of entry at each of the Facilities:

17 **WARNING:**

18 **DETECTABLE AMOUNTS OF CHEMICALS KNOWN TO THE STATE**
19 **OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS, OR**
20 **OTHER REPRODUCTIVE HARM ARE OR MAY BE FOUND IN OR**
21 **AROUND THIS FACILITY, INCLUDING: TOBACCO SMOKE;**
22 **CHEMICALS FOUND IN CONSTRUCTION MATERIALS;**
23 **CHEMICALS FOUND IN AUTOMOTIVE FUMES AND EXHAUSTS;**
24 **CHEMICALS USED TO CLEAN SWIMMING POOLS/SPAS/HOT**
25 **TUBS; AND CHEMICALS USED IN PESTICIDES FOR WEED AND**

PEST CONTROL.

1 Settling Defendant shall also place a warning with the following language, or language
2 comparable thereto, at the primary point of entry of the swimming pool/spa/hot tub in use at
3 each of the Facilities:
4

5 **WARNING:**

6 **THIS AREA CONTAINS CHEMICALS USED TO CLEAN THE**
7 **SWIMMING POOL/SPA/HOT TUB, WHICH ARE KNOWN TO THE**
8 **STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, OR**
9 **OTHER REPRODUCTIVE HARM ARE.**
10

11 Settling Defendant shall also place a warning with the following language, or language
12 comparable thereto, at the primary point of entry at each of the garages/parking areas to the
13 Facilities:
14

15 **WARNING:**

16 **THIS AREA CONTAINS CHEMICALS FOUND IN AUTOMOTIVE**
17 **FUMES AND EXHAUSTS, INCLUDING BUT NOT LIMITED TO**
18 **BENZENE, WHICH ARE KNOWN TO THE STATE OF CALIFORNIA**
19 **TO CAUSE CANCER, BIRTH DEFECTS AND OTHER**
20 **REPRODUCTIVE HARM.**

21 The provision of said warning shall be deemed to satisfy any and all obligations under
22 Proposition 65 by any and all person(s) or entity(ies) with respect to any and all environmental
23 exposures from the Noticed Chemicals.
24

25 3.2 Settling Defendant's compliance with paragraph 3.1 is deemed sufficient to
26 satisfy Settling Defendant's obligations under Proposition 65 with respect to any exposures and
27 potential exposures to the Noticed Chemicals, in all respects and to any and all person(s) and
28 entity(ies), as well as the obligations, if any, of any of the "Released Parties," as defined at

paragraph 4.2.

1 3.3 In lieu of complying with the requirements of paragraph 3.1 hereof, if: (a) any
2 future federal law or regulation which governs the warning provided for herein preempts state
3 authority with respect to said warning; or (b) any future warning requirements with respect to
4 the subject matter of said paragraphs is proposed by any industry association and approved by
5 the State of California, Settling Defendant may comply with its obligation under the Judgment
6 by complying with such future federal law or regulation or such future warning requirement
7 upon notice to Plaintiff.
8

9 3.4 In the event that there is a statutory or other amendment to Proposition 65, or
10 regulations are adopted pursuant to Proposition 65, which would exempt Settling Defendant,
11 the "Released Parties," as defined at paragraph 4.2 below, or the class to which Settling
12 Defendant belongs, from providing the warnings described herein, then, upon the adoption of
13 such statutory amendment or regulation, and to the extent provided for in such statutory
14 amendment or regulation, Settling Defendant shall be relieved from its obligation to provide the
15 warnings set forth herein. Notwithstanding the foregoing, in the event that a petition, civil
16 action or other proceeding challenging the validity of such statutory amendment or regulation is
17 commenced within thirty days of the effective date of such statutory amendment or regulation,
18 then Settling Defendant's obligations and the Released Parties obligations, if any, hereunder
19 shall remain unchanged until the entry of a final order in such proceeding.
20
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22 **4. RELEASE OF CLAIMS**

23 4.1 The Judgment is a full and final judgment with respect to any claims asserted in
24 the Lawsuit herein against the Released Parties and each of them, and the 60 Day Notices
25 against Settling Defendant regarding the Facilities, including, but not limited to: (a) claims for
26 any violations of Proposition 65 by the Released Parties and each of them arising from
27 environmental and occupational exposures to the Noticed Chemicals, wherever occurring and
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1 to whomever occurring, through and including the earlier of: (i) the date upon which the
2 warnings prescribed by paragraphs 3.1 through 3.3 of the Consent Judgment are posted; and (ii)
3 90 days following the date upon which the Judgment is entered; (b) claims for violation of the
4 Unfair Competition Act (Cal. Bus. & Prof. Code §17200, et seq.) arising from the foregoing
5 circumstances, including, but not limited to, Plaintiff's asserted right to injunctive and monetary
6 relief; and (c) the Released Parties' continuing responsibility to provide the warnings mandated
7 by Proposition 65 with respect to the Noticed Chemicals.

8 4.2 Except for such rights and obligations as have been created under this Consent
9 Judgment, Plaintiff, on its own behalf and suing in the public interest with respect to the
10 matters alleged in the Lawsuit herein, does hereby fully, completely, finally and forever release,
11 relinquish and discharge: (a) Settling Defendant, (b) the past, present, and future owners,
12 lessors, sublessors, managers and operators of, and any others with any interest in, the
13 Facilities, and (c) the respective officers, directors, shareholders, affiliates, general partner and
14 limited partners, agents, employees, attorneys, successors and assigns of the persons and
15 entities described in (a) and (b) immediately above (all collectively the "Released Parties") of
16 and from any and all claims, actions, causes of action, demands, rights, debts, agreements,
17 promises, liabilities, damages, accountings, costs and expenses, whether known or unknown,
18 suspected or unsuspected, of every nature whatsoever which Plaintiff has or may have against
19 the Released Parties, arising directly or indirectly out of any fact or circumstance occurring
20 prior to the date hereof, or existing as of the date hereof, relating to exposure to the Noticed
21 Chemicals by Settling Defendant, its agents, servants and employees, and the exposure of any
22 person, including but not limited to employees, guests, and customers of Settling Defendant,
23 and the public at large, to the Noticed Chemicals, on or off the premises of the Facilities, being
24 hereinafter referred to as the "Released Claims."
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4.3 It is the intention of the Parties to this release that this Consent Judgment shall

1 be effective as a full and final accord and satisfaction and release of each and every Released
2 Claim. In furtherance of this intention, the Parties to this release, and each of them,
3 acknowledge that they are familiar with California Civil Code Section 1542, which provides as
4 follows:

5 A general release does not extend to claims which the creditor
6 does not know or suspect to exist in his favor at the time of
7 executing the release, which if known by him must have
8 materially affected his settlement with the debtor.

9 The Parties to this release, and each of them, hereby waive and relinquish all of the rights and
10 benefits which any of them has, or may have, under California Civil Code Section 1542 (as well
11 as any similar rights and benefits which they may have by virtue of any statute or rule of law in
12 any other state or territory of the United States). The Parties to this release, and each of them,
13 hereby acknowledge that they may hereafter discover facts in addition to, or different from,
14 those which they now know or believe to be true with respect to the subject matter of this
15 Consent Judgment and the Released Claims, but that notwithstanding the foregoing, it is their
16 intention hereby to fully, finally, completely and forever settle and release each, every and all
17 Released Claims, and that in furtherance of such intention, the releases herein given shall be
18 and remain in effect as full and complete general releases, notwithstanding the discovery or
19 existence of any such additional or different facts.

21 4.4 Plaintiff hereby warrants and represents to Settling Defendant and the Released
22 Parties that, as to any Released Claim: (a) Plaintiff is the sole and absolute owner thereof, (b)
23 Plaintiff has not previously assigned any Released Claim, and (c) Plaintiff has the right, ability
24 and sole power to release each Released Claim.

26 4.5 Each of the Parties hereto hereby requests that this Court enter judgment
27 pursuant to this Consent Judgment and, in connection therewith, waive their right, if any, to a
28 hearing with respect to the entry of said judgment. In the event that this Court fails to enter the

Judgment on or before thirty days after filing of said Consent Judgment, then, upon notice by
1 any party hereto to the other party hereto, this Consent Judgment shall not be of any further
2 force or effect and the parties shall be restored to their respective rights and obligations as
3 though this Consent Judgment had not been executed by the parties.
4

5 **5. RESTITUTION AND RELIEF**

6 5.1 Plaintiff, a California corporation formed for the purpose of furthering
7 environmental causes, hereby waives its right to seek civil penalties in consideration for
8 Settling Defendant's settlement of this action, and ongoing compliance with Proposition 65.
9

10 4.2 Plaintiff expressly represents and warrants that it is a California corporation
11 formed for the specific purposes of: (a) protecting and educating the public as to the dangerous
12 and harmful products and activities of different companies, (b) encouraging members of the
13 public to become involved in issues effecting the environment and the enforcement of
14 environmental statutes and regulations including, but not limited to, Proposition 65 and (c)
15 instituting litigation to enforce the provisions of Proposition 65.
16

17 **6. ATTORNEY'S FEES AND COSTS**

18 6.1 Within 7 days following the entry of the Judgment, Settling Defendant shall
19 have paid to Plaintiff's counsel, for attorney's fees and costs pursuant to the provisions of
20 California Code of Civil Procedure Code Section 1021.5, the sum of \$ 28, 000 in a cashier's
21 check made payable to "Graham & Martin, LLP."
22

23 **7. PRECLUSIVE EFFECT OF CONSENT JUDGMENT**

24 7.1 Entry of judgment by the Court pursuant to this Consent Judgment, *inter alia*:

25 (i) Constitutes full and fair adjudication of all claims against Settling
26 Defendant, including, but not limited to, any claims based upon alleged violations of the Toxic
27 Enforcement Act (Health & Safety Code Section 25249.5, et seq, also known as the Safe
28 Drinking Water and Toxic Enforcement Act of 1986 and also as Proposition 65), or any other

1 statute, provision of common law or any theory or issue which arose from the alleged failure to
2 provide warning of exposure to the Noticed Chemicals referred to in paragraph 1.2 and which
3 may contain chemicals known to the State of California to cause cancer, birth defects, and other
4 reproductive harm; and

5 (ii) Bars any and all other persons from prosecuting against any releasee any
6 claim, including, but not limited to, any claims based upon alleged violations of the Toxic
7 Enforcement Act (Health & Safety Code Section 25249.5, et seq, also known as the Safe
8 Drinking Water and Toxic Enforcement Act of 1986 and also as Proposition 65), or any other
9 statute, provision of common law or any theory or issue which arose from the alleged failure to
10 provide warning of exposure to the Noticed Chemicals referred to in paragraph 1.4 and which
11 may contain chemicals known to the State of California to cause cancer, birth defects, and other
12 reproductive harm.
13

14 **8. CONFIDENTIALITY**

15 8.1 The Parties agree that the terms of this Consent Judgment shall to the greatest
16 extent possible be confidential and maintained in the strictest confidence, and that no Party
17 hereto shall in the future disclose, to anyone not a Party to this Consent Judgment whether
18 orally or in writing, the terms or existence of this Consent Judgment, provided that such
19 restrictions shall not apply to (i) any necessary Court filing of this Consent Judgment, (ii) the
20 Parties' disclosure to their attorneys, advisors or accountants for tax purposes or (iii) the
21 Parties' disclosure as may be required by law (e.g. tax reporting, regulatory requirements
22 (including reporting requirements to the Office of the Attorney General - Proposition 65
23 Enforcement), securities laws) or as may be necessary to enforce this Consent Judgment. Any
24 Party, if asked about the Lawsuit or the matters giving rise to it, shall state, in substance, the
25 following:
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"The case has been settled and the Parties have agreed that the

terms of the settlement are confidential."

1 By their signature approving this Consent Judgment, the respective attorneys for the Parties
2 agree that the terms of this Consent Judgment shall be confidential and maintained in the
3 strictest confidence.
4

5 **9. DISPUTES UNDER THE CONSENT JUDGMENT**

6 9.1 In the event that a dispute arises with respect to either party's compliance with
7 the terms of this Consent Judgment, the Parties shall meet, either in person or by telephone, and
8 endeavor to resolve the dispute in an amicable manner. No action may be taken to enforce the
9 provisions of the Judgment in the absence of such a good faith effort to resolve the dispute prior
10 to the taking of such action. In the event that legal proceedings are initiated to enforce the
11 provisions of the Judgment, however, the prevailing party in such proceeding may seek to
12 recover its costs and reasonable attorney's fees. As used in the preceding sentence, the term
13 "prevailing party" means a party who is successful in obtaining relief more favorable to it than
14 the relief that the other party was amenable to providing during the parties' good faith attempt
15 to resolve the dispute that is the subject of such enforcement action.
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18 **10. Notices**

19 10.1 Any and all notices between the parties provided for or permitted under this
20 Consent Judgment, or by law, shall be in writing and shall be deemed duly served:

21 (i) When personally delivered to a party, on the date of such delivery; or

22 (ii) When sent via facsimile to a party at the facsimile number set forth

23 below, or to such other or further facsimile number provided in a notice sent under the terms of
24 this paragraph, on the date of the transmission of that facsimile; or

25 (iii) When deposited in the United States mail, certified, postage prepaid,

26 addressed to such party at the address set forth below, or to such other or further address

27 provided in a notice sent under the terms of this paragraph, three days following the deposit of
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such notice in the mails.

Notices pursuant to this paragraph shall be sent to the parties as follows:

(a) If to Settling Defendant:

Lisa Cappelluti, Esq.
Burnham Brown
1901 Harrison St 11FL
Oakland, CA 94612-3501
Facsimile Number: (510)835-6666

(b) If to Plaintiff:

Anthony G. Graham
Graham & Martin LLP
950 South Coast Drive, Suite 220
Costa Mesa, California 92626
Facsimile Number: (714) 850-9392

or to such other place as may from time to time be specified in a notice to each of the parties hereto given pursuant to this paragraph as the address for service of notice on such party.

11. INTEGRATION

11.1 This Consent Judgment constitutes the final and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly or collaterally related to the subject matter of this Consent Judgment. The Parties hereto have expressly and intentionally included in this Consent Judgment all collateral or additional agreements which may, in any manner, touch or relate to any of the subject matter of this Consent Judgment and, therefore, all promises, covenants and agreements, collateral or otherwise, are included herein and therein. It is the intention of the parties to this Consent Judgment that it shall constitute an integration of all their agreements, and each understands that in the event of any subsequent litigation, controversy or dispute concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer

or introduce any oral or extrinsic evidence concerning any other collateral or oral agreement
1 between the parties not included herein.

2 **12. TIME**

3 12.1 Time is of the essence in the performance of the terms hereof.
4

5 **13. COUNTERPARTS**

6 13.1 This Consent Judgment may be signed in counterparts and shall be binding upon
7 the parties hereto as if all of said parties executed the original hereof.

8 **14. WAIVER**

9 14.1 No waiver by any party hereto of any provision hereof shall be deemed to be a
10 waiver of any other provision hereof or of any subsequent breach of the same or any other
11 provision hereof.
12

13 **15. AMENDMENT**

14 15.1 This Consent Judgment cannot be amended or modified except by a writing
15 executed by the parties hereto which expresses, by its terms, an intention to modify this
16 Consent Judgment.
17

18 **16. SUCCESSORS**

19 16.1 This Consent Judgment shall be binding upon and inure to the benefit of, and be
20 enforceable by, the parties hereto and their respective administrators, trustees, executors,
21 personal representatives, successors and permitted assigns.

22 **17. CHOICE OF LAWS**

23 17.1 Any dispute regarding the interpretation of this Consent Judgment, the
24 performance of the parties pursuant to the terms of this Consent Judgment, or the damages
25 accruing to a party by reason of any breach of this Consent Judgment shall be determined under
26 the laws of the State of California, without reference to principles of choice of laws.
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18. **NO ADMISSIONS**

1 18.1 This Consent Judgment has been reached by the parties to avoid the costs of
2 prolonged litigation and to ensure that the objectives of Proposition 65 are expeditiously carried
3 out. By entering into this Consent Judgment, no party admits any issue of fact or law, including
4 any violations of Proposition 65 or the Unfair Competition Act. The settlement of claims
5 herein shall not be deemed to be an admission or concession of liability or culpability by any
6 party, at any time, for any purpose. Neither this Consent Judgment, nor any document referred
7 to herein, nor any document referred to herein, nor any action taken to carry out this Consent
8 Judgment, shall be construed as giving rise to any presumption or inference of admission or
9 concession by Settling Defendant as to any fault, wrongdoing or liability whatsoever. Neither
10 this Consent Judgment, nor any of its terms or provisions, nor any of the negotiations or other
11 proceedings connected with it, nor any other action taken to carry out this Consent Judgment,
12 by any of the parties hereto, shall be referred to, offered as evidence, or received in evidence in
13 any pending or future civil, criminal or administrative action or proceeding, except in a
14 proceeding to enforce this Consent Judgment, to defend against the assertion of the Released
15 Claims or as otherwise required by law.

19. **REPRESENTATION**

20 19.1 Plaintiff and Settling Defendant each acknowledge and warrant that they have
21 been represented by independent counsel of their own selection in connection with the
22 prosecution and defense of the Lawsuit, the negotiations leading to this Consent Judgment and
23 the drafting of this Consent Judgment; and that in interpreting this Consent Judgment, the terms
24 of this Consent Judgment will not be construed either in favor of or against any party hereto.

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2 20. AUTHORIZATION

3 20.1 Each of the signatories hereto certifies that he or she is authorized by the party
4 he or she represents to enter into this Consent Judgment, to stipulate to the Judgment, and to
5 execute and approved the Judgment on behalf of the party represented.

7 Dated: September __, 2004

AF EVANS COMPANY, INC. AND EVANS
PROPERTY MANAGEMENT, INC.

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By [Signature]
Sr. Vice President of AF EVANS COMPANY,
INC. AND EVANS PROPERTY
MANAGEMENT, INC.

12 Dated: Sept 4
13 ~~September~~ __, 2005

GRAHAM & MARTIN LLP

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By [Signature]
Anthony G. Graham
Attorneys for Consumer Defense
Group Action

18 REVIEWED AND APPROVED AS A JUDGMENT OF THE SUPERIOR
19 COURT. IT IS SO ORDERED.

21 Dated: 5-4, 2005

DAVID A. THOMPSON
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

EXHIBIT A

AF EVANS COMPANY, INC.
EVANS PROPERTY MANAGEMENT, INC.

<p>MORH Housing 741 Filbert Street Oakland, CA 94607</p> <p>126 Units</p>	<p>Byron Park 1700 Tice Valley Blvd. Walnut Creek, CA 94595</p> <p>187 Units</p>
<p>Lion Villas 2550 S. King Road San Jose, CA 95122</p> <p>272 Units</p>	<p>The Promenade 5300 Case Avenue Pleasanton, CA 94566</p> <p>146 Units</p>
<p>Miraido Village 566 N. 6th Street San Jose, CA 95112</p> <p>109 Units</p>	<p>Piedmont Apartments 215 West MacArthur Blvd. Oakland, CA 94611</p> <p>250 Units</p>
<p>Ocean Beach Apartments 740 La Playa Street San Francisco, CA 94121</p> <p>85 Units</p>	<p>Mission Wells 39115 Guardino Drive Fremont, CA 94538</p> <p>392 Units</p>
<p>Northridge Park 1667 Madrid Street Salinas, CA 93906</p> <p>232 Units</p>	<p>Playa del Alameda 148 Crolls Garden Court Alameda, CA 94501</p> <p>40 Units</p>
<p>Woodpark Apartments 22702 Pacific Park Drive Aliso Viejo, CA 92656</p> <p>128 Units</p>	<p>Oceanview 813 Delaware Berkley, CA 94710</p> <p>63 Units</p>
<p>Westwood Apartments 4900 Marconi Ave. Carmichael, CA 95608</p> <p>182 Units</p>	<p>Park Vista 1301 Stevenson Blvd. Fremont, CA 94538</p> <p>60 Units</p>
<p>Bigby Villa 1329 E. Florence Avenue Fresno, CA 93706</p> <p>180 Units</p>	<p>Westgate Gardens 846 E. Belgravia Ave Fresno, CA 93711</p> <p>100 Units</p>

<p>Windscape Apartments 9730 Reseda Blvd. Los Angeles, CA 91324</p> <p>45 Units</p>	<p>Arroyo Vista Apartments 26196 Crown Valley Parkway Mission Viejo, CA 92692</p> <p>156 Units</p>
<p>Briarwood Manor 9656 Exeter Avenue Montclair, CA 91763</p> <p>100 Units</p>	<p>Charter Oaks 3025 Browns Valley Road Napa, CA 94558</p> <p>75 Units</p>
<p>Hotel Oakland 270 13th Street Oakland, CA 94612</p> <p>315 Units</p>	<p>Lakeside Park 468 Perkins St Oakland, CA 94610</p> <p>66 Units</p>
<p>Oak Center Apartments 1601 Market Street # 106 Oakland, CA 94607</p> <p>77 Units</p>	<p>Monterey Pines 680 S. 37th Street Richmond, CA 94804</p> <p>324 Units</p>
<p>Cascade Apartments 7600 Fruitridge Road Sacramento, CA 95820</p> <p>74 Units</p>	<p>Azure Park 5545 Sky Parkway Sacramento, CA 95823</p> <p>218 Units</p>
<p>Evergreen Estates 1048 Dixianne Ave. Sacramento, CA 95815</p> <p>55 Units</p>	<p>Victory Townhomes 1075 Dixianne Ave. Sacramento, CA 95815</p> <p>21 Units</p>
<p>Glen Ellen Estates 2390 Glen Ellen Circle Sacramento, CA 95822</p> <p>35 Units</p>	<p>Los Robles Apartments 5500 Sky Parkway Sacramento, CA 95823</p> <p>80 Units</p>
<p>Norwood Estates 3335 Norwood Ave. Sacramento, CA 95838</p> <p>44 Units</p>	<p>Foothill Plaza 5324 Hemlock Street Sacramento, CA 95841</p> <p>98 Units</p>
<p>Greenway Village 6311 Sampson Ave. Sacramento, CA 95824</p> <p>54 Units</p>	<p>Norwood Annex 3301 Norwood Ave. Sacramento, CA 95838</p> <p>15 Units</p>

<p>River Garden Estates 2201 Northview Drive Sacramento, CA 95833</p> <p>124 Units</p>	<p>The Plaza 560 North "G" Street San Bernardino, CA 92410</p> <p>161 Units</p>
<p>Lassen Apartments 441 Ellis Street San Francisco, CA 94102</p> <p>81 Units</p>	<p>Sommerhill Townhomes 30 Novato Street San Rafael, CA 94901</p> <p>39 Units</p>
<p>The Greenery 505 W. Cross Street Woodland, CA 95695</p> <p>95 Units</p>	