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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 29 2005

ALAN SLATER, Clerk of the Court

Pat Pendergraft
BY P. PENDERGRAFT *JP*

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

CONSUMER DEFENSE GROUP
ACTION

CASE NO. 05CC03203

Plaintiff,

vs.

DEMMON FAMILY PARTNERSHIP;
ELKOR REALTY GROUP;
LARAMAR COMMUNITIES, LLC;
CLARUM HOMES; MILAN PROPERTIES)
LLC; RAFANELLI & NAHAS)
PROPERTIES dba R&N PROPERTIES;)
RPM COMPANY; HOLLAND)
RESIDENTIAL, INC.; CANE)
COMPANIES MANAGEMENT, INC.;)
PROPERTY MANAGEMENT, INC.;)
SCOTT PROPERTIES; KENNEDY-)
WILSON PROPERTIES, LTD.; CASTLE)
MANAGEMENT; THE JOHN STEWART)
COMPANY; CAMBRIDGE)
MANAGEMENT COMPANY; A F)
EVANS COMPANY, INC. AND EVANS)
PROPERTY MANAGEMENT, INC.; R..W.)
SELBY AND CO.; DECRON)
PROPERTIES CORP.; HPG)
MANAGEMENT SERVICE COMPANY;)
KIRBY SACK PROPERTIES, INC.; GSF)
PROPERTIES, INC AND GOLDEN)
STATE FINANCIAL CORPORATION;)
JKL CORPORATION;)
RREEF MANAGEMENT COMPANY;)
REEF AMERICA LLC; BB&K)
BERNARDO HILLS, INC.;

~~PROPOSED~~ CONSENT JUDGMENT
BETWEEN PLAINTIFF AND THE
JOHN STEWART COMPANY

ORIGINAL

1 BROOKWOOD VILLAS, LLC; SDCO)
HILLS OF CORONA, INC.; PINE BROOK)
2 APARTMENTS, INC.; RREEF AMERICA)
REIT II CORP. DD; RREEF AMERICA)
3 REIT III CORP. E; MP REGENCY COURT)
APARTMENTS, LLC; YAMAOKA)
ASSOCIATES, INC; JPI TEXAS)
4 DEVELOPMENT, INC. AND DOES 1-100)

5 Defendants.

6
7 **1. INTRODUCTION**

8 1.1 Plaintiff CONSUMER DEFENSE GROUP ACTION, dba Consumer Defense
9 Group, is a California corporation suing "in the public interest" pursuant to Health and Safety
10 Code section 25249.7(d) and Business and Professions Code section 17204.

11 1.2 THE JOHN STEWART COMPANY (hereinafter referred to as "Settling
12 Defendant") manages the apartment and other facilities in California set forth on the attached
13 Exhibit A, which is incorporated as if set forth fully herein (collectively the "Facilities").

14 1.3 The State of California has officially listed various chemicals pursuant to Health
15 and Safety Code section 25249.8 as chemicals known to the State of California to cause cancer
16 and/or reproductive toxicity.

17 1.4 More than sixty-five (65) days prior to filing suit in this action, Plaintiff served
18 Settling Defendant with a document entitled "Amended 60-Day Notice of Intent to Sue
19 Pursuant to California Health & Safety Code sections 25249.5" (the "Notice"). The Notice
20 stated, among other things, that Plaintiff believed that Settling Defendant was in violation of
21 California Health & Safety Code sections 25249.5, *et seq.* ("Proposition 65") for knowingly and
22 intentionally exposing consumers, customers, and employees of the Facilities, as well as the
23 public, to tobacco products, tobacco smoke and their constituent chemicals as well as chemicals
24 found in automotive exhausts and fumes, and other chemicals (hereinafter referred to
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collectively as "the Noticed Chemicals") known to cause cancer, birth defects and other reproductive harm without first providing a clear and reasonable warning to such individuals.

1.5 On February 15, 2005, Plaintiff filed a lawsuit in the Superior Court of the State of California for the County of Orange (the "Court") entitled Consumer Defense Group Action v. Demmon Family Partnership; Elkor Realty Group; Laramar Communities, LLC; Clarum Homes; Milan Properties LLC; Rafanelli & Nahas Properties dba R & N Properties; RPM Company; Holland Residential, Inc.; Cane Companies Management, Inc.; Property Management, Inc.; Scott Properties; Kennedy-Wilson Properties, Ltd.; Castle Management; The John Stewart Company; Cambridge Management Company; A F Evans Company, Inc. and Evans Property Management, Inc.; R.W. Selby and Co.; Decron Properties Corp.; HPG Management Service Company; Kirby Sack Properties, Inc.; GSF Properties, Inc and Golden State Financial Corporation; JKL Corporation; RREEF Management Company; Reef America Llc; BB&K Bernardo Hills, Inc.; Brookwood Villas, LLC; SDCO Hills of Corona, Inc.; Pine Brook Apartments, Inc.; RREEF America REIT II Corp. DD; RREEF America REIT III Corp. E; MP Regency Court Apartments, LLC; Yamaoka Associates, Inc; JPI Texas Development, Inc. and Does 1-100, Orange County Superior Court Case No. 05C03203 naming Settling Defendant as a defendant (the "Lawsuit"). Plaintiff and Settling Defendant are hereafter referred to individually each as a "Party" and collectively as the "Parties."

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

1.7 Plaintiff and Settling Defendant wish to resolve the issues raised by the 60 Day Notices and the Lawsuit pursuant to the terms and conditions described herein. In entering into this Consent Judgment, both Plaintiff and Settling Defendant recognize that this Consent

Judgment is a full and final settlement of all claims that were raised or which could have been raised in the Lawsuit or pursuant to either of the 60 Day Notices described above.

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

2. **JURISDICTION**

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

2.2 Each of the parties hereto acknowledges that they are subject to jurisdiction before all Courts for the State of California and agrees that no proceeding respecting any dispute regarding the interpretation of this Consent Judgment, the performances of the parties pursuant to the terms of this Consent Judgment, or the damages accruing to a party by reason of any breach of this Consent Judgment shall be commenced in any other Court.

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

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

3. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS

1 3.1 Environmental, Occupational Exposure and Consumer Products Warnings - General.

2 Settling Defendants maintain they have been in compliance with Proposition 65 warning
3 requirements because they post, and have posted, Proposition 65 warnings at the Covered
4 Properties. With regard to the alleged exposures to the Included Chemicals, Defendants agree
5 that, if and to the extent they have not already done so, they will institute and continue to
6 maintain the exposure warning methodology specified in this Section 3 (hereinafter,
7 "Compliance Methodology").
8

9 3.2 Definitions.

10 3.2.1. Residential Rental Properties. "Residential Rental Properties" means all
11 Covered Properties not included in the definition of Other Rental Facilities in
12 Section 3.2.2, below.
13

14 3.2.2. Other Rental Facilities. "Other Rental Facilities" means those Covered
15 Properties that constitute (i) single family homes, (ii) vacation homes, (iii)
16 cottages, (iv) duplexes, (v) triplexes, (vi) buildings or rental facilities with fewer
17 than five separate apartments or dwelling units for rent, and (vii) buildings
18 which contain a mix of owner occupied units and dwelling units for rent (i.e.,
19 condominium developments). "Single family homes," "vacation homes," and
20 "cottages" shall mean those residential housing facilities that fall outside the
21 definition of a "common interest development" set forth in California Civil Code
22 section 1351(c).
23

24 3.2.3 Tenants. "Tenants" shall mean all persons who rent dwelling units.
25

26 3.2.4 Guests. "Guests" shall mean all persons not included in the definition of
27 Tenants in Section 3.2.3, above.
28

3.3 Environmental Exposure Warnings.

3.3.1. Tenants of Residential Rental Properties.

The Compliance Methodology for environmental exposures for Tenants at Residential Rental Properties shall consist of: (i) a warning as set forth in Section 3.3.1.a below, and (ii) an informational pamphlet, brochure, or similar document (hereinafter "informational brochure") as set forth in Section 3.3.1.b, below.

(a) Location of Warnings. For Residential Rental Properties, the warning specified in Section 3.3.1. (a) (3), below, shall be placed as follows:

(1) Enclosed (limited access) Residential Rental Properties. Where entrances to individual units are on enclosed hallways and/or hallways which are open to ambient air, warning signs shall be posted at public entrances to the building, including (i) entrances (both vehicular and pedestrian) to parking garages, if any, and (ii) entrance to administrative offices, if any.

(2) Non-Enclosed Residential Rental Properties. Warning signs shall be posted at points of public entry, such as open entrances to the Residential Rental Property, or on walls by pathways which provide access to apartment units, including entrances (both vehicular and pedestrian) to parking garages, if any. Additionally, for non-enclosed Residential Rental Properties, warning signs would be posted in public areas (i.e., pools, open spaces, playgrounds, or community buildings), if such area can be accessed from a point other than a public entrance to the property.

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Warning Language, Size and Format.

1 (3) The warning sign language shall be substantially the following:

2 WARNING

3 This Area Contains Chemicals Known To The
4 State Of California To Cause Cancer and Birth Defects
5 Or Other Reproductive Harm.

6

7 More Information On Specific Exposures Has Been Provided
8 To Tenants And Is Available At www.prop65apt.org

8 (4) The size and format of the warning language specified above shall be in
9 substantially the same manner as set forth in **Exhibit B** hereto, or larger. If
10 Settling Defendant previously posted warning signs in the form of **Exhibit C**
11 hereto it may comply with this provision by adding the "More Information On
12 Specific Exposures Has Been Provided To Tenants And Is Available At
13 www.prop65apt.org" phrasing immediately below existing warning signs. The
14 text size shall be at least the same size as the existing warning sign text.

15
16 (b). Informational Brochure.

17 (1) The language in the informational brochure concerning identified exposures
18 shall be substantially as set forth in **Exhibit D** hereto.

19 (2) Within ninety (90) days following the court's approval of the Consent
20 Judgment, Defendants shall provide existing Tenants of Residential Rental Properties
21 with a copy of the informational brochure.

22 (3) Beginning on the ninetieth (90) day following the court's approval of the
23 Consent Judgment, Defendants shall provide to all new Tenants of Residential Rental
24 Properties an informational brochure at the time each Tenant executes the initial rental
25 or lease agreement.
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3.3.2 Tenants of Other Rental Facilities.

1 The Compliance Methodology for environmental exposures to Included Chemicals for
2 Tenants at Other Rental Facilities shall consist of providing an informational brochure as set
3 forth above in Section 3.3.1.b.(1)-(3), above.
4

5 3.3.3 Guests of Residential Rental Properties.

6 The Compliance Methodology for environmental exposures to Included Chemicals for
7 Guests at Residential Rental Properties shall consist of a warning as set forth in Section 3.3.1.a.
8 and 3.3.1.b., above.
9

10 3.3.4 Guests of Other Rental Facilities.

11 The Compliance Methodology for environmental exposures to Included Chemicals for
12 Guests at Other Rental Facilities shall consist of an informational brochure as set forth in
13 Section 3.3.1.b, above. Defendants shall comply with this Section by delivering via first class
14 mail one informational brochure yearly to each individual dwelling unit at an Other Rental
15 Facility. The mailed envelope shall be labeled: "TO ALL OCCUPANTS/GUESTS."
16 Defendants shall mail the first annual copy of the informational brochure beginning within
17 ninety (90) days following the court's approval of the Consent Judgment.
18

19 3.4 Occupational Exposure Warnings.

20 The Compliance Methodology for occupational exposures shall consist of the following:

21 3.4.1 Employees. Within ninety (90) days following the court's approval of the
22 Consent Judgment, Defendants shall place the warning sign and informational
23 brochure specified in Sections 3.3.1.a and 3.3.1.b on employee bulletin boards or
24 in employee handbooks, if they exist.
25

26 3.4.2 Independent Contractors. For purposes of this Consent Judgment, independent
27 contractors shall be considered the same as Guests of Residential Rental
28 Properties. Accordingly, Defendants who comply with Sections 3.3.3, above,

are deemed to have provided "clear and reasonable" warnings to independent contractors.

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3 3.5 Consumer Product Warnings.

4 3.5.1 Foods and Non-Alcoholic Beverages. With respect to each Covered Property
5 where foods and/or non-alcoholic beverages are sold or served in common areas
6 by Defendants, the informational brochure set forth in Section 3.3.1.b., above,
7 shall include substantially the following.

8 a. WARNING:

9 Chemicals Known To The State Of California To Cause Cancer, Or Birth
10 Defects Or Other Reproductive Harm May Be Present In Foods Or
11 Beverages Sold Or Served Here.
12

13 3.5.2 Alcoholic Beverages. Nothing in this Consent Judgment shall be deemed to
14 enhance or diminish in any manner whatsoever the obligation of Defendants to
15 comply fully with Title 22, *California Code of Regulations*, section
16 12601(b)(1)(D) with respect to each Covered Property which sells or serves
17 alcoholic beverages of any kind in common areas. However, Defendants who do
18 not sell or serve alcoholic beverages in common areas, but permit tenants to
19 consume alcoholic beverages in these areas, are not required to provide a
20 specific alcohol warning under Title 22, *California Code of Regulations*, section
21 12601(b)(1)(D).
22

23 3.5.3 Other Consumer Products. With respect to other consumer product exposures as
24 defined in Title 22, *California Code of Regulations*, section 12601(b),
25 Defendants shall comply with Section 3.3 (Environmental Exposure Warnings)
26 hereof. This Section, however, shall not be deemed to apply with respect to
27 consumer products that are sold or provided to tenants, guests, employees or
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independent contractors in individual packaging or containers in which they
were received originally from the manufacturer or distributor.

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2 **3.6 Effect of Implementing and Maintaining the Compliance Methodology.**

3
4 This Court finds, and the Parties agree, that entry of this Consent Judgment and
5 providing the warnings and informational brochure comprising the Compliance Methodology
6 specified above in this Section 3 shall satisfy all requirements and obligations under
7 Proposition 65 with respect to any and all actual environmental, occupational, and consumer
8 product exposures (as defined in subsection 3.5.3 above) to the Noticed Chemicals. The Court
9 finds that the Compliance Methodology is clear and reasonable.

10
11 **3.7 Effect of Defendant Ceasing Ownership, Operation and/or Management of a Covered**
12 **Property.**

13 In the event a Defendant ceases ownership, operation and/or management of a Covered
14 Property, such Defendant is relieved of having to comply with the requirements of Sections 3.1,
15 *et seq.* hereof concerning the Covered Property.

16
17 **3.8 Future Laws or Regulations.**

18 In lieu of complying with the requirements of Sections 3.3, 3.4 or 3.5 hereof, if: (a) any
19 future federal law or regulation which governs the warnings provided for herein preempts state
20 authority with respect to said warning; or (b) any future warning requirements with respect to
21 the subject matter of said paragraphs is proposed by any industry association and approved by
22 the State of California; or (c) any future new State law or regulation specifying a specific
23 warning for the rental housing industry with respect to the subject matter of said paragraphs,
24 Defendants may comply with the warning obligations set forth in this Consent Judgment by
25 complying with such future federal or State law or regulation or such future warning
26 requirement upon notice to Plaintiffs.
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3.9 Amendment to Proposition 65.

1 In the event that there is any amendment to Proposition 65 or regulations are adopted
2 pursuant to Proposition 65, which would exempt Defendants, the "Released Parties," as defined
3 in Section 4.1 below, or the class to which Defendants belong, from providing the warnings
4 described herein, then, upon the adoption of such amendment or regulation, and to the extent
5 provided for in such amendment or regulation, Defendants shall be relieved from their
6 obligations to provide the warnings set forth herein.
7

8 **4. RELEASE OF CLAIMS**

9 4.1 The Judgment is a full and final judgment with respect to any claims asserted in
10 the Lawsuit herein against the Released Parties and each of them, and the 60 Day Notices
11 against Settling Defendant regarding the Facilities, including, but not limited to: (a) claims for
12 any violations of Proposition 65 by the Released Parties and each of them arising from
13 environmental and occupational exposures to the Noticed Chemicals, wherever occurring and
14 to whomever occurring, through and including the earlier of: (i) the date upon which the
15 warnings prescribed by paragraphs 3.1 through 3.3 of the Consent Judgment are posted; and (ii)
16 90 days following the date upon which the Judgment is entered; (b) claims for violation of the
17 Unfair Competition Act (Cal. Bus. & Prof. Code §17200, et seq.) arising from the foregoing
18 circumstances, including, but not limited to, Plaintiff's asserted right to injunctive and monetary
19 relief; and (c) the Released Parties' continuing responsibility to provide the warnings mandated
20 by Proposition 65 with respect to the Noticed Chemicals.
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23 4.2 Except for such rights and obligations as have been created under this Consent
24 Judgment, Plaintiff, on its own behalf and suing in the public interest with respect to the
25 matters alleged in the Lawsuit herein, does hereby fully, completely, finally and forever release,
26 relinquish and discharge: (a) Settling Defendant, (b) the past, present, and future owners,
27 lessors, sublessors, managers and operators of, and any others with any interest in, the
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1 Facilities, and (c) the respective officers, directors, shareholders, affiliates, agents, employees,
2 attorneys, successors and assigns of the persons and entities described in (a) and (b)
3 immediately above (all collectively the "Released Parties") of and from any and all claims,
4 actions, causes of action, demands, rights, debts, agreements, promises, liabilities, damages,
5 accountings, costs and expenses, whether known or unknown, suspected or unsuspected, of
6 every nature whatsoever which Plaintiff has or may have against the Released Parties, arising
7 directly or indirectly out of any fact or circumstance occurring prior to the date hereof, or
8 existing as of the date hereof, relating to exposure to the Noticed Chemicals by Settling
9 Defendant, its agents, servants and employees, and the exposure of any person, including but
10 not limited to employees, guests, and customers of Settling Defendant, and the public at large,
11 to the Noticed Chemicals, on or off the premises of the Facilities, being hereinafter referred to
12 as the "Released Claims."

14 4.3 It is the intention of the Parties to this release that this Consent Judgment shall
15 be effective as a full and final accord and satisfaction and release of each and every Released
16 Claim. In furtherance of this intention, the Parties to this release, and each of them,
17 acknowledge that they are familiar with California Civil Code Section 1542, which provides as
18 follows:
19

20 A general release does not extend to claims which the creditor
21 does not know or suspect to exist in his favor at the time of
22 executing the release, which if known by him must have
23 materially affected his settlement with the debtor.
24

25 The Parties to this release, and each of them, hereby waive and relinquish all of the rights and
26 benefits which any of them has, or may have, under California Civil Code Section 1542 (as well
27 as any similar rights and benefits which they may have by virtue of any statute or rule of law in
28 any other state or territory of the United States). The Parties to this release, and each of them,

1 hereby acknowledge that they may hereafter discover facts in addition to, or different from,
2 those which they now know or believe to be true with respect to the subject matter of this
3 Consent Judgment and the Released Claims, but that notwithstanding the foregoing, it is their
4 intention hereby to fully, finally, completely and forever settle and release each, every and all
5 Released Claims, and that in furtherance of such intention, the releases herein given shall be
6 and remain in effect as full and complete general releases, notwithstanding the discovery or
7 existence of any such additional or different facts.

8 4.4 Plaintiff hereby warrants and represents to Settling Defendant and the Released
9 Parties that, as to any Released Claim: (a) Plaintiff is the sole and absolute owner thereof, (b)
10 Plaintiff has not previously assigned any Released Claim, and (c) Plaintiff has the right, ability
11 and sole power to release each Released Claim.
12

13 4.5 Each of the Parties hereto hereby requests that this Court enter judgment
14 pursuant to this Consent Judgment and, in connection therewith, waive their right, if any, to a
15 hearing with respect to the entry of said judgment. In the event that this Court fails to enter the
16 Judgment on or before thirty days after filing of said Consent Judgment, then, upon notice by
17 any party hereto to the other party hereto, this Consent Judgment shall not be of any further
18 force or effect and the parties shall be restored to their respective rights and obligations as
19 though this Consent Judgment had not been executed by the parties.
20

21 **5. RESTITUTION AND RELIEF**

22 5.1 Plaintiff, a California corporation formed for the purpose of furthering
23 environmental causes, hereby waives its right to seek civil penalties in consideration for
24 Settling Defendant's settlement of this action, and ongoing compliance with Proposition 65.
25

26 5.2 Plaintiff expressly represents and warrants that it is a California corporation
27 formed for the specific purposes of: (a) protecting and educating the public as to the dangerous
28 and harmful products and activities of different companies, (b) encouraging members of the

1 public to become involved in issues effecting the environment and the enforcement of
2 environmental statutes and regulations including, but not limited to, Proposition 65 and (c)
3 instituting litigation to enforce the provisions of Proposition 65.

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

5 6.1 Within 7 days following the entry of the Judgment, Settling Defendant shall
6 have paid to Plaintiff's counsel, for attorney's fees and costs, the sum of \$ 30,000 in a cashier's
7 check made payable to "Graham & Martin, LLP."

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

9 7.1 Entry of judgment by the Court pursuant to this Consent Judgment, *inter alia*:

10 (i) Constitutes full and fair adjudication of all claims against Settling
11 Defendant, including, but not limited to, any claims based upon alleged violations of the Toxic
12 Enforcement Act (Health & Safety Code Section 25249.5, et seq, also known as the Safe
13 Drinking Water and Toxic Enforcement Act of 1986 and also as Proposition 65), or any other
14 statute, provision of common law or any theory or issue which arose from the alleged failure to
15 provide warning of exposure to the Noticed Chemicals referred to in paragraph 1.2 and which
16 may contain chemicals known to the State of California to cause cancer, birth defects, and other
17 reproductive harm; and

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

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

"The case has been settled and the Parties have agreed that the terms of the settlement are confidential."

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

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9. DISPUTES UNDER THE CONSENT JUDGMENT

9.1 In the event that a dispute arises with respect to either party's compliance with the terms of this Consent Judgment, the Parties shall meet, either in person or by telephone, and endeavor to resolve the dispute in an amicable manner. No action may be taken to enforce the provisions of the Judgment in the absence of such a good faith effort to resolve the dispute prior to the taking of such action. In the event that legal proceedings are initiated to enforce the provisions of the Judgment, however, the prevailing party in such proceeding may seek to recover its costs and reasonable attorney's fees. As used in the preceding sentence, the term

1 "prevailing party" means a party who is successful in obtaining relief more favorable to it than
2 the relief that the other party was amenable to providing or accepting during the parties' good
3 faith attempt to resolve the dispute that is the subject of such enforcement action provided that
4 the party's amenability shall have been confirmed in a writing dispatched to the other party no
5 later than five business days after the parties have concluded the process by which they have
6 met..

7 **10. Notices**

8 10.1 Any and all notices between the parties provided for or permitted under this
9 Consent Judgment, or by law, shall be in writing and shall be deemed duly served:

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

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

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

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

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

16 provided in a notice sent under the terms of this paragraph, three days following the deposit of
17 such notice in the mails.
18

19 Notices pursuant to this paragraph shall be sent to the parties as follows:
20

21 (a) If to Settling Defendant:

22 Fey Epling, Esq.
23 Drinker Biddle & Reath
24 50 Fremont Street, 20th Floor
25 San Francisco, CA 94105

26 (b) If to Plaintiff:

27 Anthony G. Graham
28 Graham & Martin LLP
950 South Coast Drive, Suite 220
Costa Mesa, California 92626

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

3 **11. INTEGRATION**

4 11.1 This Consent Judgment constitutes the final and complete agreement of the
5 parties hereto with respect to the subject matter hereof and supersedes all prior or
6 contemporaneous negotiations, promises, covenants, agreements or representations concerning
7 any matters directly, indirectly or collaterally related to the subject matter of this Consent
8 Judgment. The Parties hereto have expressly and intentionally included in this Consent
9 Judgment all collateral or additional agreements which may, in any manner, touch or relate to
10 any of the subject matter of this Consent Judgment and, therefore, all promises, covenants and
11 agreements, collateral or otherwise, are included herein and therein. It is the intention of the
12 parties to this Consent Judgment that it shall constitute an integration of all their agreements,
13 and each understands that in the event of any subsequent litigation, controversy or dispute
14 concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer
15 or introduce any oral or extrinsic evidence concerning any other collateral or oral agreement
16 between the parties not included herein.

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19 **12. TIME**

20 12.1 Time is of the essence in the performance of the terms hereof.

21 **13. COUNTERPARTS**

22 13.1 This Consent Judgment may be signed in counterparts and shall be binding upon
23 the parties hereto as if all of said parties executed the original hereof.

24 **14. WAIVER**

25 14.1 No waiver by any party hereto of any provision hereof shall be deemed to be a
26 waiver of any other provision hereof or of any subsequent breach of the same or any other
27 provision hereof.
28

15. AMENDMENT

1 15.1 This Consent Judgment cannot be amended or modified except by a writing
2 executed by the parties hereto which expresses, by its terms, an intention to modify this
3 Consent Judgment.
4

5 16. SUCCESSORS

6 16.1 This Consent Judgment shall be binding upon and inure to the benefit of, and be
7 enforceable by, the parties hereto and their respective administrators, trustees, executors,
8 personal representatives, successors and permitted assigns.
9

10 17. CHOICE OF LAWS

11 17.1 Any dispute regarding the interpretation of this Consent Judgment, the
12 performance of the parties pursuant to the terms of this Consent Judgment, or the damages
13 accruing to a party by reason of any breach of this Consent Judgment shall be determined under
14 the laws of the State of California, without reference to principles of choice of laws.
15

16 18. NO ADMISSIONS

17 18.1 This Consent Judgment has been reached by the parties to avoid the costs of
18 prolonged litigation and to ensure that the objectives of Proposition 65 are expeditiously carried
19 out. By entering into this Consent Judgment, no party admits any issue of fact or law, including
20 any violations of Proposition 65 or the Unfair Competition Act. The settlement of claims
21 herein shall not be deemed to be an admission or concession of liability or culpability by any
22 party, at any time, for any purpose. Neither this Consent Judgment, nor any document referred
23 to herein, nor any document referred to herein, nor any action taken to carry out this Consent
24 Judgment, shall be construed as giving rise to any presumption or inference of admission or
25 concession by Settling Defendant as to any fault, wrongdoing or liability whatsoever. Neither
26 this Consent Judgment, nor any of its terms or provisions, nor any of the negotiations or other
27 proceedings connected with it, nor any other action taken to carry out this Consent Judgment,
28

1 by any of the parties hereto, shall be referred to, offered as evidence, or received in evidence in
2 any pending or future civil, criminal or administrative action or proceeding, except in a
3 proceeding to enforce this Consent Judgment, to defend against the assertion of the Released
4 Claims or as otherwise required by law.

5 **19. REPRESENTATION**

6 19.1 Plaintiff and Settling Defendant each acknowledge and warrant that they have
7 been represented by independent counsel of their own selection in connection with the
8 prosecution and defense of the Lawsuit, the negotiations leading to this Consent Judgment and
9 the drafting of this Consent Judgment; and that in interpreting this Consent Judgment, the terms
10 of this Consent Judgment will not be construed either in favor of or against any party hereto.

12 **20. AUTHORIZATION**

13 20.1 Each of the signatories hereto certifies that he or she is authorized by the party
14 he or she represents to enter into this Consent Judgment, to stipulate to the Judgment, and to
15 execute and approved the Judgment on behalf of the party represented.

16 Dated: April __, 2005

THE JOHN STEWART COMPANY

18 By _____
19 _____

20 Dated: April 6, 2005

GRAHAM & MARTIN LLP

22 By  _____
23 _____

24 Anthony G. Graham
25 Attorneys for Consumer Defense Group Action

26 REVIEWED AND APPROVED AS A JUDGMENT OF THE SUPERIOR
27 COURT. IT IS SO ORDERED.

28 Dated: April 12 2005



JUDGE OF THE SUPERIOR COURT

- 19 -
DAVID A. THOMPSON

by any of the parties hereto, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Consent Judgment, to defend against the assertion of the Released Claims or as otherwise required by law.

19. REPRESENTATION

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

20. AUTHORIZATION

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

Dated: April 6, 2005

THE JOHN STEWART COMPANY

By John S. Hardner
President + CEO

Dated: April 6, 2005

GRAHAM & MARTIN LLP

By Anthony G. Graham
Anthony G. Graham
Attorneys for Consumer Defense Group Action

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

Dated: _____, 2005

JUDGE OF THE SUPERIOR COURT

EXHIBIT A: All Properties

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<u>Property Name</u>	<u>Address</u>	<u>City, State</u>	<u>Zip</u>
101 Lombard Street Condominium Assoc.	101 Lombard Street	San Francisco, CA	94111
111 Chestnut HOA	111 Chestnut Street	San Francisco, CA	94111
1200 California Corp.	1200 California Street	San Francisco, CA	94109
15th Avenue Cooperative	444 West 15th Avenue	Escondido, CA	92025
1823 "H" Street Apartments	1823 "H" Street	Sacramento, CA	95814
220 Lombard HOA	220 Lombard Street	San Francisco, CA	94111
240 Lombard HOA	240 Lombard Street	San Francisco, CA	94111
950 Harrison Street Lofts H.O.A.	950 Harrison Street	San Francisco, CA	94107
Academy Hall	12010 South Vermont	Los Angeles, CA	90044
Acom I & II Apartments	1143 10th Street	Oakland, CA	94607
Acom III Apartments	1143 10th Street	Oakland, CA	94607
Adeline Street Apartments	3224 Adeline Street	Berkeley, CA	94703
Alexis Apartments	390 Clementina Street	San Francisco, CA	94103
Alliance for Community Care - 13	525 S. 9th Street	San Jose, CA	95112
Almaden Terrace	2118 Canoas Garden Ave.	San Jose, CA	95125
Almond Gardens	709 Almond Street #A	Suisun City, CA	94585
Alvarez Court	760 Alvarez Avenue	Pinole, CA	94564
Amistad Apartments	2037 N. Lincoln Park Avenue	Los Angeles, CA	90031
Ammel Park	656 Grove Street	San Francisco, CA	94102
ARC Apartments	416 Bay Street	San Francisco, CA	94133
Argyle Court Apartments	1938 N. Argyle	Hollywood, CA	90028
Asbury Apartments, The	2505 West 6th Street, #508	Los Angeles, CA	90057
Aspen Court Apartments	121 Aspen Drive	Pacheco, CA	94553
Avenida Terrace Apts - LA	245 South Avenue 54	Los Angeles, CA	90042
Bakersfield Family Apartments	710 E. Brundage Lane	Bakersfield, CA	93307
Bandar Salaam	3810 Winona Avenue #100	San Diego, CA	92105
Bartlett Hill Manor Apts.	625 N. Bunker Hill Ave., #110	Los Angeles, CA	90012
Bay Bridge Apartments	1034-1044 36th Street	Emeryville, CA	94608
Bayanihan House	88 Sixth Street, mail c/o Hotel Isabel	San Francisco, CA	94103
Baywood Apartments	225 41st Street	Oakland, CA	94611
Beachcomber Mobile Home Park	2627 Mattison Lane, Lane. 44	Santa Cruz, CA	95062
Bella Monte Apartments	2420 Willow Pass Road	Bay Point, CA	
Bellflower Terrace Senior Apartments	9922 Flora Vista Street	Bellflower, CA	90706
Belmont Terrace	1060 Continentals Way	Belmont, CA	94002
Betty Ann Gardens	945 Lundy Ave.	San Jose, CA	95133
Brandon Apartments	735 Hartford Avenue	Los Angeles, CA	90017
Broadway Towers HOA	1998 Broadway	San Francisco, CA	94109
Brooks House Senior Apartments, The	655 Richmond Avenue	San Jose, CA	95128
Bryson Apartments	2701 Wilshire Blvd.	Los Angeles, CA	90057
Burgess Point	91 Riverview Terrace	Benecia, CA	94510
Caldera Place	2401 Bonaficio Street	Concord, CA	94520
Camara Circle	2501-2566 Camara Circle	Concord, CA	94520
Camden Place Apts.	4500 Montecito Drive	La Palma, CA	90623
Camelot Hotel	124 Turk Street	San Francisco, CA	94012
Camino de Los Arbolitos	202 N. Kern Ave.	Los Angeles, CA	90022
Cape Marin	N/A	Greenbrae, CA	94904

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<u>Property Name</u>	<u>Address</u>	<u>City, State</u>	<u>Zip</u>
Carson Terrace Apartments	673 East 219th Street	Carson, CA	90745
Casa de La Paloma Blanca Apartments	1301 Haven Drive	Arvin, CA	93203
Casa Feliz	525 S. 9th Street	San Jose, CA	95112
Casa Puleta Apartments	1445 South 45th Street, #100	San Diego, CA	92113
Casa Ramon Apts.	840 W. Walnut	Orange, CA	92868
Casa Rampart Apartments	401 So. Rampart Blvd.	Los Angeles, CA	90057
Casa Rita	6508 Rita Avenue	Huntington Park, CA	90255
Casitas Alameda	1101 Vendemar	Alameda, CA	94502
Ceatrice Polite Apts	321 Clementina	San Francisco, CA	94103
Cecil Williams Glide Community House	333 Taylor Street	San Francisco, CA	94102
Cedar Road Apartments	245 Cedar Road, #23	Vista, CA	92083
Chesley Mutual Housing	802 Chesley Avenue	Richmond, CA	94801
Chestnut Street Apartments-SC	143 Chestnut Street	Santa Cruz, CA	95060
Chestnut-Linden Court Apartments (2 bldgs.)	1060 West Grand Ave.	Oakland, CA	94607
Clara Court Apts.	5159 Clara Street	Cudahy, CA	90201
Community of All Nations	2172 Dockery Court	Stockton, CA	95206
Concord House	20373 Concord Ave.	Hayward, CA	94541
Cordova Village	1280 East "J" Street	Chula Vista, CA	91910
Cornerstone Apartments	14128 Calvert Street	Van Nuys, CA	91401
Cottonwood Village	1130 Cottonwood Road	Bakersfield, CA	93307
Country Village	Village Place	Martinez, CA	94553
Craig Gardens Sr. Housing	2580 South Bascom Avenue	Campbell, CA	95008
Creekside Apartments	1155 San Pablo Ave.	Albany, CA	94702
Creekview Inn SRO	945 Lundy Ave. (mail)	San Jose, CA	95133
Crescent Manor Residence SRO	467 Turk Street	San Francisco, CA	94102
Cummins Row Apartments	685 Lighthouse Drive	Sacramento, CA	95605
Daybreak Grove/Sunrise	1256 E. Washington	Escondido, CA	92083
De Luz Senior Apartments	420 N. Pico Avenue #11	Fallbrook, CA	92028
Devonwood	Devonwood Street	Hercules, CA	94547
Don Senior Apartments, The	105 East I Street	Wilmington, CA	90744
Doris Foster Apartments	14128 Calvert Street	Van Nuys, CA	91401
Drachma LP	1448 10th Street	Oakland, CA	94607
Drachma, Inc.	1448 10th Street	Oakland, CA	94607
Dunning Apartments	5552 Carlton Way	Hollywood, CA	90027
Dwight Way Apartments	1518 Dwight Way	Berkeley, CA	94703
Eastmont Court Apartments	6850 Foothill Blvd.	Oakland, CA	94605
El Centro - Loretto	1021 North Hoover Street	Los Angeles, CA	90029
El Corazon	7006 Alabama Ave.	Canoga Park, CA	91303
El Paseo Studios	4980 Hamilton Avenue	San Jose, CA	95126
El Rio Mobile Home Park Co-op	2120 N. Pacific Ave.	Santa Cruz, CA	95060
Elaine Null Court Apartments	112 Alves Lane	Bay Point, CA	94565
Elizabeth Court	5225-5227 Elizabeth Street.	Cudahy, CA	90201
Elizabeth Oaks	1460 Jose Ave.	Santa Cruz, CA	95062
Elm Hotel	364 Eddy Street	San Francisco, CA	94102
Emerald Garden Townhomes	425 W. 11th Avenue #2	Escondido, CA	92025
Ema P. Harris Court	1330 University Ave.	Berkeley, CA	94702

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<u>Property Name</u>	<u>Address</u>	<u>City, State</u>	<u>Zip</u>
Esperanza Garden Apartments	920 Regal Road	Encinitas, CA	92024
Eucalyptus Knoll	Eucalyptus Knoll Street	Mill Valley, CA	94941
Eucalyptus View Apartments	1805 S. Escondido Blvd.	Escondido, CA	92025
Euclid Villa Apartments	154 South Euclid Ave.#105	Pasadena, CA	91101
Evergreen Apartments	2139-2145 Evergreen Ave.	West Sacramento, CA	95605
Fallbrook View	temp: 833 A South Main Ave., #429	Fallbrook, CA	92028
Fedora Apartments	836 Fedora Street	Los Angeles, CA	90005
Filipino Plaza	6 West Main Street, #H	Stockton, CA	95202
Fox Normandie Apartments	849 S. Normandie Avenue	Los Angeles, CA	90005
Foxboro Downs	N/A	Hercules, CA	94547
Gateways Apartments	444-450 N. Hoover Street	Los Angeles, CA	
Geil Street Apartments	11299 Geil Street	Castroville, CA	95012
Giovanni Center	195 E. San Fernando Street	San Jose, CA	95112
Golden Villas Apartments	3385 Elm Street	San Diego, CA	92102
Golf Green Mobile Estates (coop)	8665 Florin Rd.	Sacramento, CA	95828
Gower Street Apartments	1140 North Gower Street	Los Angeles, CA	90038
Guadalupe Apartments	76 Duane Street	San Jose, CA	95126
Haight Street House	461 Haight Avenue	Alameda, CA	94501
Haley Ranch Estates	13455 Poway Creek Road	Poway, CA	92064
Harrison, The	1415 Harrison Street	Oakland, CA	94612
Harvest Ridge	1388 E. Palomar Street	Chula Vista, CA	91913
Harvest Ridge Commercial at HR	1325 Santa Rita	Chula Vista, CA	91913
Henderson Homes	3804 Wisconsin Street	Los Angeles, CA	90037
Heritage Villas Senior Apartments	26836 Oso Parkway	Mission Viejo, CA	92691
Hilarita Apartments, The	100 Ned's Way	Tiburon, Ca	94920
Hillsdale Hotel	51 - 6th Street 12979 Community Road (P.O. box 1090)	San Francisco, CA	94103
Hillside Village		Poway, CA	92064
Home Base Homes	c/o Brooks House, 655 Richmond Ave.,	San Jose, CA	95128
Hood Street Apartments	1400 Hood Street	Arvin, CA	93203
Hoover Senior	6212 S. Hoover	Los Angeles, CA	90044
Hotel Isabel	1095 Mission Street	San Francisco, CA	94103
Humphrey Place	1450 Humphrey Dr.	Suisun City, CA	94585
Huntington Park Rugby Plaza Apartments	6330 Rugby Plaza Avenue	Huntington Park, CA	90255
International Boulevard (Phase I)	6600 International Boulevard	Oakland, CA	94621
Jeanne d'Arc Manor	85 S. 5th Street	San Jose, CA	95112
Jordan Apartments, The	820 O'Farrell Street	San Francisco, CA	94109
Kimberly Park Apartments	15135 Kimberly Drive	Victorville, CA	92394
Knolls Apartments, The	688 Vineyard Road	San Marcos, CA	92069
Knox SRO, The	241 6th Street	San Francisco, CA	94103
La Posada Apartments	135 Averil Road	San Ysidro, CA	92173
La Primavera Apartments	1330 S. Olive Street	Los Angeles, CA	90015
Lakeside Apartments	1897 Oakmead Drive	Concord, CA	94520
Land Park Woods	2814 5th Street #101	Sacramento, CA	95818
Las Casas de Maderas Co-op	510 E. Market Street	Salinas, CA	93905
Las Casitas Apartments	26409 Gading Road	Hayward, CA	94544
Las Casitas I	9769-9789 Main Street	Rancho Cucamonga, CA	91730

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<u>Property Name</u>	<u>Address</u>	<u>City, State</u>	<u>Zip</u>
Las Casitas II (Canoga Park)	7006 (7409-7413) Alabama Street	Canoga Park, CA	91303
Las Jicamas Apartments	110 Martinez Place	Soledad, CA	93960
Las Palomas Hotel	2201 East 1st Street	Los Angeles, CA	90038
Le Nain Hotel	730 Eddy Street	San Francisco, CA	94102
Leland Apartments	980 Howard Street	San Francisco, CA	94103
Little Berendo Apartments	235 South Berendo Street	Los Angeles, CA	90004
Live Oak Gardens	5203 Live Oaks Street	Cudahy, CA	90201
<i>Lombard Plaza Owners Association</i>	240 Lombard Street	San Francisco, CA	94111
Lorin Station Plaza	3253 Adeline Street	Berkeley, CA	94703
Los Esteros Apartments	1780 Old Oakland Road	San Jose, CA	95131
Los Girasoles Apartments	952 S. Record Avenue	Los Angeles, CA	90023
Luis "Spud" Moreno Senior Apartments	1113 Rancho Frontera Ave., #74	Calexico, CA	92231
Lyric Hotel	140 Jones Street	San Francisco, CA	94102
Mandela Gateway	1350 7th Street	Oakland, CA	94607
Mandela Gateway Commercial	1350 7th Street	Oakland, CA	94607
Maplewood Apartments	12709 Mapleview Street	Lakeside, CA	92040
Marina Bay Apartments	One Marina Lakes Drive	Point Richmond, CA	94804
Marina Heights Apartments	135 Carolina Street	Vallejo, CA	94590
Marina Tower	601 Sacramento Street	Vallejo, CA	94590
Marina Tower Annex	575 Sacramento Street	Vallejo, CA	94590
Marina Vista I	201 Maine Street	Vallejo, CA	94590
Marina Vista II	201 Maine Street	Vallejo, CA	94590
Marisol Apartments	1115-1127 S. Beck Street	Oceanside, CA	92025
Marion Riggs Apartments / Vernon Street	269 Vernon Street	Oakland, CA	94610
Maryland Apartments	1340 Maryland Street	Los Angeles, CA	90037
Meadow Glen Apartments	2451 Meadowview Road	Sacramento, CA	95832
Mei Lun Yuen	945 Sacramento Street	San Francisco, CA	94108
Mendelsohn House	737 Folsom Street	San Francisco, CA	94107
Mendocino at Talega II	125 Calle Amistad	San Clemente, CA	92673
Mendocino at Talega I	123 Calle Amistad	San Clemente, CA	92673
Mentone Hotel	387 Ellis Street	San Francisco, CA	94102
Metro Hotel, I & II, The	435 13th Street	San Diego, CA	92101
Metro Place	302 Metro Lane	West Sacramento, CA	95691
Mill Creek Apartments	60 Camino Alto #8	Mill Valley, CA	94941
Mobile Home Finance Authority	PO Box 2137	San Marcos, CA	92069
Monte Alban Apartments	1324 Santee Dr.	San Jose, CA	95122
Monte Vista Gardens Family Housing	2601 Nuestra Castillo Court.	San Jose, CA	95127
Monte Vista Gardens Senior Housing I	2605 La Hacienda Court.	San Jose, CA	95127
Monte Vista Gardens Senior Housing II	2600 Nuestra Castillo Court	San Jose, CA	95127
Montecito Vista Apartments	4000 El Camino Real	Irvine, CA	92602
Moore Park Village	2444 Moore Blvd.	Davis, CA	95616
Muirfield Apartments	712 Laguna Dr. #207	Rohnert Park, CA	94928
Murphy Ranch Townhomes	310 East Dunne Avenue	Morgan Hill, CA	95037
Murphy Ranch Townhomes II	310 East Dunne Avenue	Morgan Hill, CA	95037
Napa Creek Manor	1300 Jefferson Street	Napa, CA	94559
Nettleton Apartments	160 Nettleton Road	Vista, CA	92083
North Beach Malt House HOA	2230 Mason Street	San Francisco, CA	94133

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<u>Property Name</u>	<u>Address</u>	<u>City, State</u>	<u>Zip</u>
North Beach Place	445 Bay Street, Ste. 238	San Francisco, CA	94133
North Beach Place Retail			
Northgate Family Residences	2301 Northgate Avenue	Oakland, CA	94612
Norwood Avenue Apartments	3267 Norwood Ave.	Sacramento, CA	95838
Oak Hill Apartments	27 Mariposa Ave. #10	San Anselmo, CA	94960
Oakland Point LP	1448 10th Street	Oakland, CA	94607
Oceanview Village HOA	8300 Oceanview Terrace, #104	San Francisco, CA	94132
Old Grove Apartments	235 Via Pelicano Rd.	Oceanside, CA	92057
Olen Jones Senior Apartment Community	7125 Amethyst Avenue	Rancho Cucamonga, CA	91701
Olive Court Apartments	44056 Arabia Street	Indio, CA	92201
Orange Place Townhomes	1500 South Orange Place	Escondido, CA	92025
Orchard Gardens Apartments	245 Weddell Dr.	Sunnyvale, CA	94089
Osage Senior Villas	924 South Osage Avenue	Inglewood, CA	90301
Owendale Community	3023 Albany Street	Davis, CA	95616
P Street Apartments	710 Brundage Lane	Bakersfield, CA	93304
Pacific Family MHP Co-op	1730 Commercial Way	Santa Cruz, CA	95062
Park Grand Apartments	858 E. Grand Ave., Ste. 7	Pomona, CA	91766
Parker Hotel	725 S. Witmer Street	Los Angeles, CA	90017
Parkview Terrace Apartments	13250 Civic Center Drive	Poway, CA	92064
Parlier Family Apartments	136000 East Parlier Avenue	Parlier, CA	91403
Paula Apartments	801 Paula Street #1	San Jose, CA	95126
Pecan House	840 Pecan Street	West Sacramento, CA	
Pennbrook Apartments	95 Pennsylvania Drive	Watsonville, CA	95076
Phoenix Park (Phases I, II & III)	7477 El Mingo Way, #1	Sacramento, CA	95823
Pine View Apartments Homes	1101 Alturas Street	Fallbrook, CA	92028
Pinecrest Apartments	1945 Cavallo Road	Antioch, CA	94509
Piper Court	191 Piper Court	Fairfax, CA	94930
Plaza Grande Apartments	50 E. Market Street	Salinas, CA	93905
Plum Tree Apartments	1055 Montebello Drive	Gilroy	95020
Ponderosa Estates	1001 Drake Ave.	Marin City, CA	94965
Porterville Family Apartments	93 East Date Avenue	Porterville, CA	93258
Potrero Court HOA	2225 23rd Street	San Francisco, CA	94107
Poway Villas	13001 Bowron Road	Poway, CA	92064
Presidio Village	200 Presidio Lane	Pittsburgh, CA	94565
Providence HOA	20th & 19th Avenue	San Francisco, CA	94122
Redwood Gardens (Condo)	Village Parkway	Napa, CA	94558
Redwood Gardens (Sr. Housing Coop)	2951 Derby Street	Berkeley, CA	94705
Richmond Townhouses/Pullman Point	2989 Pullman Avenue	Richmond, CA	94804
Ridgeview Terrace Townhomes	140 Cashmere Street	San Francisco, CA	94124
Riley Court	2061 Riley Court	Concord, CA	94520
Riverbank Village Apartments	28500 Pujol Street	Temecula, CA	92590
Robinson Affordable Housing	1340 Hudson Ave.	San Francisco, CA	94124
Robinson Villas	3839 Wisconsin Street	Los Angeles, CA	90037
Rosewood Manor	1615 Russell Street #A101	Berkeley, CA	94703
Rowland Heights Terrace	1945 S. Batson Ave.	Rowland Heights, CA	91748

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Royal Adah Arms	1240 Fillmore Street	San Francisco, CA	94115
Rubicon Villages	410 Palm Ave. Bldg. Suite 108	Treasure Island, CA	94130
Salishan Apartments	300 "K" Street #207	Petaluma, CA	94952
San Francisco Silvercrest	133 Shipley Street	San Francisco, CA	94107
San Lorenzo Park Apts.	134 Dakota Ave. PO Box 2137, (1 Civic Center Drive, Poway)	Santa Cruz, CA	95060
San Marcos Affordable Housing Program		San Marcos, CA	92069
Santa Inez	24 East Santa Inez Ave.	San Mateo, CA	94401
Sea View Ranch HOA	C/o JSCO Santa Cruz Office	Watsonville, CA	95076
Shasta Hotel	1017 10th Street	Sacramento, CA	95814
Shelter Bay Condominiums	2304 Shelter Bay Ave.	Mill Valley, CA	94941
Shelter Hill Apartments	37 Miwok Way	Mill Valley, CA	94941
Shiloh Arms	4009 23rd Ave.	Sacramento, CA	95820
Sorrento Villas Senior Apartment Homes	415 Country Club Drive	Simi Valley, CA	93065
Southfield Park	1106 Greene Terrace	Davis, CA	95616
Springdale West Apts. I & II, & III	2095 West Spring Street	Long Beach, CA	90810
St. Andrew Bungalow Court	1544 N. St. Andrew Place	Hollywood, CA	90028
St. John's Apartments	121 W. MacDonald Ave.	Richmond, CA	94801
Stanley Avenue Apartments	6600 International Boulevard	Oakland, CA	94621
Star Hotel	2186 Mission Street	San Francisco, CA	94110
Sunrise Pointe	Shelter Bay Ave.	Mill Valley, CA	94941
Sunrose Apartments	1325 Santa Rita	Chula Vista, CA	91913
Sutterfield HOA	1483 Sutter Street	San Francisco, CA	94109
Tennyson Garden Apartments	981 West Tennyson Road	Hayward, CA	94544
Terrace Gardens	186 Beresford Court	Milpitas, CA	95035
Terrace Glen Apartments	107 W. 20th Street	Antioch, CA	94509
Tides Senior Apartments, The	623 Rampart Boulevard	Los Angeles, CA	90057
Tremont Green	5663 Marden Street	Davis, CA	95616
Triangle Court Apartments	1063-1069 45th Street	Emeryville, CA	94608
Trolley Terrace Apartments	750 Ada Street	Chula Vista, CA	91911
Troy Apartments	714 S. Almaden Ave.	San Jose, CA	95110
Tumagain Arms Community Housing	920 East Mission Road	Fallbrook, CA	92028
Twin Oaks Valley Parks Mobile Homes	P. O. 2137	San Marcos, CA	92069
Twin Pines Community	3333 "F" Street	Davis, CA	95616
U.A. Homes	1040 University Ave.	Berkeley, CA	94710
University Avenue Cooperative Homes	1471 Addison Street	Berkeley, CA	94702
University Park Apts.	1029 W. 29th Street #210	Los Angeles, CA	90007
Valencia Gardens	Guerrero/Valencia	San Francisco, CA	
Victoria Green Apartments	163 Paradise Drive	Hercules, CA	94547
Villa Del Norte	9997 Feron Blvd.	Rancho Cucamonga, CA	91730
Villa Escondido	511 East Grand Avenue	Escondido, CA	92025
Villa Jardin	2701 Meadowview Road	Sacramento, CA	95832
Villa Pacifica Sr. Community	6909 Baseline Road	Rancho Cucamonga, CA	91730
Villa Paloma Senior Apartments	27221 Paseo Espada	San Juan Capistrano, CA	92675
Village East Apartments	2501 E. Lafayette Street	Stockton, CA	95205
Villages at Treasure Island	410 Palm Ave. Suite 168	San Francisco, CA	94130

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Vintage Tower	235 East Santa Clara Street	San Jose, CA	95113
Vista Nueva Apartments	130 S. Lafayette Park Place	Los Angeles, CA	90057
Wakeham-Grant Apartments	816 S. Minnie Street, Unit #1	Santa Ana, CA	92701
Washington Courtyard	500 7th Street West	West Sacramento, CA	95605
Washington/Maple-Las Casitas (Maple/Washington)	Mail: EVA, 1821 Escondido Blvd.	Escondido, CA	92025
Waterloo Heights Apartments	1011 Waterloo	Echo Park, (LA) CA	90026
Weddel Arms	205-225 Weddel Drive	Sunnyvale, CA	95086
West Capitol Courtyard I	2455 W. Capitol Ave. #300	West Sacramento, CA	95691
West Capitol Courtyard II	2455 W. Capitol Ave. #300	West Sacramento, CA	95691
Westminster Senior	7632 W. 21st Street	Westminster, CA	
Westwood Transitional Village	1401 Sepulveda Blvd.	Los Angeles, CA	90025
Wharf Road Manor HOA	2155 Wharf Road	Capitola, CA	95010
Wilcox Apartments	6501 Yucca Street	Hollywood, CA	90028
William Byron Rumford Plaza	3017 Stanton Street	Berkeley, CA	94702
Windsor Hotel	238 Eddy Street	San Francisco, CA	94102
Wisconsin III Street Apartments	3790 Wisconsin Street	Los Angeles, CA	90037
Woodhaven Senior Residence	3731 Rio Linda Blvd.	Sacramento, CA	95838
Woods Cove Homeowners Association	500 Chestnut Street, Ste. 101	Santa Cruz, CA	95060
Woolf House I & II	801 Howard Street	San Francisco, CA	94103
Woolf House III	801 Howard Street	San Francisco, CA	94103