

1 Todd Espinosa (SBN 209591)
 Law Office of Todd Espinosa
 2 2000 Broadway Street
 Redwood City, California 94063
 3 650-241-3873 telephone
 650-409-2550 facsimile
 4 tie@toddespinosalaw.com
 Attorney for Plaintiffs LaVonna Castellano
 5 and Project Sentinel, Inc.

John P. Hallissy (SBN 155120)
 Sacino, Bertolino & Hallissy
 A Professional Corporation
 608 University Avenue
 Sacramento, California 95825
 Telephone (916) 649-2214
 Facsimile (916) 649-9241
 jhallissy@sbhlawoffice.com
 Attorney for Defendants Access Premier
 Realty, Inc., Daniel Akulow, Dolores
 Valenzuela and Elvia J. Addison

6
 7
 8
 9 UNITED STATES DISTRICT COURT
 10 FOR THE EASTERN DISTRICT OF CALIFORNIA
 11

12 LAVONNA CASTELLANO; and
 PROJECT SENTINEL, INC.,

13 Plaintiffs,

14 v.

15 ACCESS PREMIER REALTY, INC. d/b/a
 16 Access Property Management; DANIEL
 AKULOW; DOLORES VALENZUELA; and
 17 ELVIA J. ADDISON, Individually and as
 Trustee, Disclaimer Trust, Addison Revocable
 18 Trust dated June 24, 1999,

19 Defendants.

Case No. 1:15-cv-00407-MCE-MJS

**CONSENT JUDGMENT AND
 STIPULATION OF THE PARTIES
 THERETO**

1 **RECITALS AND STIPULATION**

2 1. WHEREAS, Plaintiff LaVonna Castellano is a former tenant in a residential
3 apartment complex located on Eucalyptus Avenue in Newman, California (referred to herein as
4 the “Eucalyptus Avenue apartment complex”);

5 2. WHEREAS, Plaintiff Project Sentinel, Inc. is a fair housing and housing
6 counseling organization;

7 3. WHEREAS, Defendants Access Premier Realty, Inc., Daniel Akulow, Dolores
8 Valenzuela and Elvia J. Addison (collectively referred to herein as “Defendants”) were the
9 owner and managers of the Eucalyptus Avenue apartment complex during the time that Plaintiff
10 LaVonna Castellano resided there;

11 4. WHEREAS, in their First Amended Complaint (ECF No. 9), Plaintiffs LaVonna
12 Castellano and Project Sentinel, Inc. (referred to collectively herein as “Plaintiffs”) allege that
13 Plaintiff LaVonna Castellano is over sixty years-old and suffers from multiple disabling mental
14 and physical impairments — including chronic obstructive pulmonary disease, asthma, anxiety
15 disorder and depression;

16 5. WHEREAS, Plaintiffs further allege that, in early 2013, Defendants refused to
17 allow Plaintiff LaVonna Castellano to keep her emotional support animal, a tabby cat named
18 “Mr. Munchkin,” in her apartment at the Eucalyptus Avenue apartment complex as a reasonable
19 accommodation of her disabilities;

20 6. WHEREAS, Plaintiffs further allege that Defendants took steps to terminate
21 Plaintiff LaVonna Castellano’s tenancy and required her vacate her apartment when she did not
22 remove her emotional support animal, despite requests by Plaintiffs for reasonable
23 accommodation of Plaintiff LaVonna Castellano’s disabilities;

1 7. WHEREAS, Plaintiffs further allege that Defendants’ conduct caused Plaintiffs
2 harm including emotional distress, bodily injury, diversion of organizational resources and
3 frustration of fair housing organizational mission;

4 8. WHEREAS, Plaintiffs have asserted claims under the Fair Housing Act, 42
5 U.S.C. §§ 3604(f) and 3617, based on Defendants’ alleged refusal to provide reasonable
6 accommodation of Plaintiff LaVonna Castellano’s disabilities and Defendants’ alleged
7 interference with Plaintiff LaVonna Castellano’s right to obtain reasonable accommodation
8 under the Fair Housing Act;

9 9. WHEREAS, Plaintiffs seek actual and punitive damages, declaratory and
10 injunctive relief and attorney fees and costs pursuant to 42 U.S.C. § 3613(c).

11 10. WHEREAS, Defendants have denied Plaintiffs’ allegations in their Answer to the
12 First Amended Complaint (ECF No. 11);

13 11. WHEREAS, in its April 15, 2016 order, the Court granted Plaintiffs’ motion for
14 partial summary judgment on Defendants’ liability on both of Plaintiffs’ claims under the Fair
15 Housing Act, 42 U.S.C. §§ 3604(f) and 3617, and Defendant Elvia J. Addison’s vicarious
16 liability (ECF No. 38);

17 12. WHEREAS, after engaging in good faith negotiations with the assistance of
18 counsel and a private mediator, Plaintiffs and Defendants (referred to collectively herein as the
19 “Parties”) wish to resolve their dispute without further litigation and the additional expenditure
20 of time and resources that would be required on the part of the Parties, their counsel and the
21 Court;

22 13. WHEREAS, as of August 8, 2016, Plaintiffs’ counsel, Todd Espinosa, has
23 expended 233.9 billable attorney hours in litigating this action at a billing rate of \$480.00 per
24

1 hour, which does not include an additional 57.8 hours of non-billable administrative time, and
2 has also incurred and advanced \$5157.89 in costs and other expenses in litigating this action;

3 14. Based on the foregoing recitals, and good cause having been shown, by and
4 through the execution of this document by their counsel, the Parties STIPULATE and AGREE
5 that the following Consent Judgment in favor of Plaintiffs LaVonna Castellano and Project
6 Sentinel, Inc. and against Defendants Access Premier Realty, Inc., Daniel Akulow, Dolores
7 Valenzuela and Elvia J. Addison be entered forthwith as the final judgment in the above-
8 captioned action, which shall be binding and enforceable if entered by the Court.

9 15. The Parties further STIPULATE and AGREE that all pending dates in the above-
10 captioned action are hereby taken off calendar pending the Court's entry of the Consent
11 Judgment as stipulated or a decision by the Court not to enter the Consent Judgment as
12 stipulated.

13 16. The Parties further STIPULATE and AGREE that in the event that the Court does
14 not enter the Consent Judgment as stipulated, the Parties may continue fully to litigate the above-
15 captioned action notwithstanding any provision of this document.

16 17. The Parties further STIPULATE and AGREE that, because this document was
17 prepared with the participation of all Parties and their counsel, the presumption that ambiguities
18 be construed against the drafter shall not apply.

19 **CONSENT JUDGMENT**

20 18. The Court has jurisdiction over the subject matter of this action pursuant to 28
21 U.S.C. § 1331.

22 19. By the consent and stipulation of the Parties and with good cause appearing, the
23 Court has personal jurisdiction over Defendants, venue is proper in the Eastern District of
24

1 California and the Court has and retains continuing jurisdiction to enforce the provisions of this
2 Consent Judgment.

3 20. Defendants shall pay Plaintiff LaVonna Castellano \$110,000.00 in monetary
4 compensation. Payment shall be made by a check payable to LaVonna Castellano and shall be
5 delivered to Plaintiffs' counsel within 14 calendar days after the date of the entry of this Consent
6 Judgment.

7 21. Defendants shall pay Plaintiff Project Sentinel, Inc. \$50,000.00 in monetary
8 compensation. Payment shall be made by a check payable to Project Sentinel, Inc. and shall be
9 delivered to Plaintiffs' counsel within 14 calendar days after the date of the entry of this Consent
10 Judgment.

11 22. In response to any inquiry or request, Defendants shall provide a neutral tenant
12 reference for Plaintiff LaVonna Castellano stating that Plaintiff LaVonna Castellano rented an
13 apartment at the Eucalyptus Avenue apartment complex and paid her rent on time.

14 23. Defendants Access Premier Realty, Inc. and Daniel Akulow, and any persons
15 managing or operating residential rental property on behalf of Defendants Access Premier
16 Realty, Inc. or Daniel Akulow, shall arrange for and attend, at Defendants Access Premier
17 Realty, Inc.'s and Daniel Akulow's expense, three annual trainings on the fair housing and civil
18 rights obligations of housing providers under federal and California law pertaining to disability
19 discrimination and reasonable accommodation of disability. Defendants Access Premier Realty,
20 Inc. and Daniel Akulow may select the training provider. The first annual training shall be
21 completed within 90 calendar days after the date of the entry of this Consent Judgment. The
22 second and third annual trainings shall be held in June, July or August 2017 and June, July or
23 August 2018, respectively. All training sessions shall be attended in person and shall each be of
24 at least two hours in duration. Defendants Access Premier Realty, Inc. and Daniel Akulow shall

1 file written proof of training attendance and completion with the Court no later than 14 calendar
2 days after the completion of each annual training.

3 24. Upon the entry of this Consent Judgment, Defendants Access Premier Realty, Inc.
4 and Daniel Akulow shall withdraw and rescind the policy entitled “Reasonable Accommodations
5 Under the Fair Housing Act” that Defendant Daniel Akulow provided to the California
6 Department of Fair Employment and Housing (referred to herein as the “Medical Specialist
7 Documentation Policy”). Defendants Access Premier Realty, Inc. and Daniel Akulow shall not
8 enforce and shall not allow any person acting on their behalf to enforce the Medical Specialist
9 Documentation Policy or any other policy that would allow requests for reasonable
10 accommodation of disability to be denied, refused or disregarded in circumstances where the Fair
11 Housing Act, 42 U.S.C. § 3604(f), requires that reasonable accommodation of disability be
12 provided.

13 25. Except as provided for herein, the Parties mutually waive and release each other
14 and their counsel from all manner of actions, lawsuits, causes of actions, claims, money owed or
15 indebtedness of any kind whatsoever that have accrued as of the date of the filing of the Parties’
16 Stipulation to this Consent Judgment (referred to herein as the “Released Claims”).

17 26. Upon the entry of this Consent Judgment, Defendants and any person acting on
18 Defendants’ behalf shall cease all collections activity related to the Released Claims, including
19 collections activity related to Plaintiff LaVonna Castellano’s tenancy or apartment at the
20 Eucalyptus Avenue apartment complex. Defendants shall not transfer, sell or assign any
21 Released Claim. In the event that Defendants have transferred, sold or assigned any Released
22 Claim, including any claim or indebtedness related to Plaintiff LaVonna Castellano’s tenancy or
23 apartment at the Eucalyptus Avenue apartment complex, Defendants shall fully pay and satisfy
24 such Released Claim within 30 calendar days after the date of the entry of this Consent

1 Judgment. In the event that Defendants or any person acting on Defendants' behalf have
2 reported any Released Claim to a credit reporting agency, Defendants shall, within 30 calendar
3 days after the date of the entry of this Consent Judgment, request each such credit reporting
4 agency to delete and withdraw any report related to such Released Claim.

5 27. Plaintiffs are prevailing parties within the meaning of 42 U.S.C. § 3613 and are
6 entitled to an award of reasonable attorney fees and costs from Defendants. Accordingly,
7 Defendants shall pay Plaintiffs' counsel \$115,000.00 in attorney fees and costs, which is a
8 reasonable amount. Payment shall be made by a check payable to Todd Espinosa and shall be
9 delivered to Plaintiffs' counsel within 14 calendar days after the date of the entry of this Consent
10 Judgment.

11 28. In the event of a successful motion to enforce the provisions of this Consent
12 Judgment, the successful movant shall be entitled to an award of reasonable attorney fees and
13 costs on the motion.

14 Respectfully submitted, stipulated and agreed,

15 Date: August 17, 2016

/s/ Todd Espinosa

16 Todd Espinosa
17 Law Office of Todd Espinosa
2000 Broadway Street
18 Redwood City, California 94063
tie@toddespinosalaw.com
19 650-241-3873 telephone
650-409-2550 facsimile
20 *Attorney for Plaintiffs LaVonna Castellano and*
Project Sentinel, Inc.

21 \\
22 \\
23 \\
24 \\
25

1 Date: August 17, 2016

/s/ John P. Hallissy
(as authorized on August 17, 2016)

2 John P. Hallissy
3 Sacino, Bertolino & Hallissy
4 A Professional Corporation
5 608 University Avenue
6 Sacramento, California 95825
7 Telephone (916) 649-2214
8 Facsimile (916) 649-9241
9 jhallissy@sbhlawoffice.com
10 *Attorney for Defendants Access Premier Realty,*
11 *Inc., Daniel Akulow, Dolores Valenzuela and Elvia*
12 *J. Addison*


10 **ORDER**

11 Based on the stipulation and agreement of the Parties, the filings in this action, and good
12 cause appearing,

13 The Clerk of Court is hereby ordered to enter judgment in favor of Plaintiffs LaVonna
14 Castellano and Project Sentinel, Inc. in accordance with the foregoing Consent Judgment.

15 IT IS SO ORDERED.

16 Dated: August 19, 2016

17 
18 MORRISON C. ENGLAND, JR.
19 UNITED STATES DISTRICT JUDGE
20
21
22
23
24