



1 ***A. Monetary Payments***

2 1. Defendants shall make a monetary payment in the amount of two hundred twenty-  
3 five thousand dollars (\$225,000.00) in the form of a check or checks made payable to the  
4 Attorney-Client Trust Account of Brancart & Brancart, and shall deliver that payment to  
5 Brancart & Brancart, 8205 Pescadero Road, Loma Mar, CA 94021 within forty-five (45) days of  
6 entry of this decree. This payment shall be inclusive of any claim for damages, attorneys' fees or  
7 costs claimed by plaintiffs.

8 ***B. Mutual Release & Dismissal***

9 2. Plaintiffs and defendants shall execute a mutual waiver and release indicating that  
10 this decree constitutes a full and final settlement of any and all claims that each has related to the  
11 claims in this action and the plaintiffs' tenancies at Terrace Way. Each mutual release shall  
12 include a waiver of Civil Code section 1542, and include all known and unknown claims.  
13 Following payment of the monetary portion of the settlement, the parties will file a stipulation of  
14 dismissal with prejudice pursuant to Fed. R. Civ. P. 41(b)(ii), subject to the terms of this decree,  
15 reserving jurisdiction for purposes of enforcement.

16 ***C. Equitable Terms***

17 3. Defendants, their officers, managers, and agents, shall comply with the following  
18 terms:

19 a. Defendants shall be prohibited from engaging in unlawful discrimination  
20 in housing;

21 b. Defendants shall distribute to the managers of the Terrace Way  
22 Apartments complex, and follow, a written policy providing for equal treatment of all tenants  
23 and applicants regardless of race;

24 c. Defendants and the managers of the Terrace Way Apartments complex  
25 shall participate in a fair housing training within 30 days of entry of this consent decree, and any  
26 later retained managers shall participate in a fair housing training within 30 days of their  
27 retention, subject to the availability of such training sessions within 30 days, offered by a HUD  
28 approved fair housing training provider, such as GBLA;

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d. Defendants shall remediate any habitability violations as determined by Bakersfield Code Enforcement at the Terrace Way Apartments within 30 days of issuance of this order;

e. Defendants shall include the fair housing logo or tagline, "Equal opportunity housing provider," or words to that effect, on all advertisements or postings for vacancies at the Terrace Way Apartments complex;

f. From the date of entry of this consent decree and forward, defendants shall maintain copies of all rental records, including applications, reference checks, rental agreements, correspondence, phone and traffic logs, surveillance videos, move-out notices and eviction documents, to the extent they exist, for a period of not less than two years.

g. Defendants shall send a letter annually to GBLA certifying that they have complied with these terms in the preceding year.

**D. Enforcement**

4. The district court shall retain jurisdiction over this action and its parties for the duration of this decree for the purpose of enforcing and modifying its terms. This decree shall be in effect for a period of five (5) years from its date of entry, or until defendants no longer own the Terrace Way Apartments complex, whichever comes first.

Ordered this 7<sup>th</sup> day of February, 2019



Honorable Anthony W. Ishii  
United States District Judge

Approved as to content and form:

GREATER BAKERSFIELD LEGAL ASSISTANCE

/s/ Jina Kim  
Attorneys for Plaintiffs

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BRANCART & BRANCART

/s/ Liza Cristol-Deman  
Attorneys for Plaintiffs

GORDON & REES

/s/ André M. Picciuro  
(as authorized on January 31, 2019)  
Attorney for Defendants

APPROVED AS TO TERMS:

SEE ATTACHED

Plaintiff Tanya Morrison Lewis

Date

SEE ATTACHED

Plaintiff Arissa Dickson Tolls

Date

SEE ATTACHED

Plaintiff Mario Tolls

Date

SEE ATTACHED

Plaintiff Tanisha Wiley

Date

Dharam Pal

X

1-30-2018

Defendant Dharam Pal

Date

Vijay Pal

X

1-30-2018

Defendant Vijay Pal

Date

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BRANCART & BRANCART

/s/ Liza Cristol-Deman  
Attorneys for Plaintiffs

GORDON & REES

/s/ André M. Picciuro  
(as authorized on January 31, 2019)  
Attorney for Defendants

APPROVED AS TO TERMS:

Tanya Lewis  
Plaintiff Tanya Morrison Lewis

1-30-19  
Date

Plaintiff Arissa Dickson Tolls

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Date

Plaintiff Mario Tolls

\_\_\_\_\_  
Date

Tanisha Wiley  
Plaintiff Tanisha Wiley

1-31-19  
Date

Defendant Dharam Pal

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Date

Defendant Vijay Pal

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Date

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BRANCART & BRANCART

/s/ Liza Cristol-Deman  
Attorneys for Plaintiffs

GORDON & REES

/s/ André M. Picciuro  
(as authorized on January 31, 2019)  
Attorney for Defendants

APPROVED AS TO TERMS:

Plaintiff Tanya Morrison Lewis \_\_\_\_\_ Date \_\_\_\_\_

  
Plaintiff Arissa Dickson-Tolls \_\_\_\_\_ Date 1-30-19

  
Plaintiff Mario Tolls \_\_\_\_\_ Date 1-30-19

Plaintiff Tanisha Wiley \_\_\_\_\_ Date \_\_\_\_\_

Defendant Dharam Pal \_\_\_\_\_ Date \_\_\_\_\_

Defendant Vijay Pal \_\_\_\_\_ Date \_\_\_\_\_