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18 Attorneys for Plaintiffs and Relators and the Certified Classes

19 **UNITED STATES DISTRICT COURT**  
20 **EASTERN DISTRICT OF CALIFORNIA**  
**SACRAMENTO DIVISION**

21 UNITED STATES OF AMERICA, *ex rel.*  
22 DENIKA TERRY, ROY HUSKEY III, and  
23 TAMERA LIVINGSTON, and each of them for  
24 themselves individually, and for all other persons  
similarly situated and on behalf of the UNITED  
STATES OF AMERICA

25 Plaintiffs/Relators,

26 vs.

27 WASATCH ADVANTAGE GROUP, LLC,  
WASATCH PROPERTY MANAGEMENT, INC.,  
28 WASATCH POOL HOLDINGS, LLC,  
CHESAPEAKE APARTMENT HOLDINGS, LLC.

Case No.: 2:15-CV-00799-KJM-DB

CLASS ACTION

**STIPULATION AND ORDER REGARDING  
DAMAGES CALCULATION**

Trial Date: None Set

1 LOGAN PARK APARTMENTS, LLC, LOGAN  
2 PARK APARTMENTS, LP, ASPEN PARK  
3 HOLDINGS, LLC, BELLWOOD JERRON  
4 HOLDINGS, LLC, BELLWOOD JERRON  
5 APARTMENTS, LP, BENT TREE  
6 APARTMENTS, LLC, CALIFORNIA PLACE  
7 APARTMENTS, LLC, CAMELOT LAKES  
8 HOLDINGS, LLC, CANYON CLUB HOLDINGS,  
9 LLC, COURTYARD AT CENTRAL PARK  
10 APARTMENTS, LLC, CREEKSIDE HOLDINGS,  
11 LTD, HAYWARD SENIOR APARTMENTS, LP,  
12 HERITAGE PARK APARTMENTS, LP, OAK  
13 VALLEY APARTMENTS, LLC, OAK VALLEY  
14 HOLDINGS, LP, PEPPERTREE APARTMENT  
15 HOLDINGS, LP, PIEDMONT APARTMENTS,  
16 LP, POINT NATOMAS APARTMENTS, LLC,  
17 POINT NATOMAS APARTMENTS, LP, RIVER  
18 OAKS HOLDINGS, LLC, SHADOW WAY  
19 APARTMENTS, LP, SPRING VILLA  
20 APARTMENTS, LP, SUN VALLEY HOLDINGS,  
21 LTD, VILLAGE GROVE APARTMENTS, LP,  
22 WASATCH QUAIL RUN GP, LLC, WASATCH  
23 PREMIER PROPERTIES, LLC, WASATCH  
24 POOL HOLDINGS III, LLC,  
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Defendants.

1 Plaintiffs Denika Terry, Roy Huskey III, and Tamera Livingston on behalf of themselves, the  
2 certified classes, and the United States, and Defendants Wasatch Advantage Group, LLC, *et al.*,  
3 stipulate as follows:

4 WHEREAS, on November 23, 2022, the Court issued an order granting Plaintiffs’ Motion  
5 for Partial Summary Judgment and denying Defendants’ Motion for Summary Judgment, or in the  
6 Alternative Summary Adjudication, or in the Further Alternative, Class Decertification (ECF No.  
7 278);

8 WHEREAS, the Court’s November 23 Order held that Defendants are liable to the certified  
9 classes for breach of contract and unfair business practices in violation of California’s Unfair  
10 Competition Law (*id.* at 14);

11 WHEREAS, as to Plaintiffs’ class claim for breach of contract, the Court’s November 23  
12 Order states, “[D]efendants breached the tenancy addendum by requiring tenants to pay excess rent  
13 in the form of charges contained in the ASAs . . . . Plaintiffs were damaged in the amount of the  
14 excess rent they were required to pay, which the court will determine in the second phase of this  
15 litigation.” (*id.* at 13-14);

16 WHEREAS, as to Plaintiffs’ class claim for violation of the Unfair Competition Law, the  
17 Court’s November 23 order states, “Plaintiffs have suffered injury in the form of lost money or  
18 property as a result of defendants’ unlawful practice of requiring plaintiffs to pay additional charges  
19 beyond their share of rent set out in the HAP contracts. Here as well, the court will determine exact  
20 damages in the second phase of this litigation.” (*id.* at 14);

21 WHEREAS, Defendants informed Plaintiffs that they plan to argue that Defendants’ costs  
22 incurred in providing those additional services to Section 8 tenants should be considered in any  
23 damages calculation on the class claims;

24 WHEREAS, Defendants have clarified that they plan to argue that only the value of and costs  
25 incurred in providing renters insurance and media packages to Section 8 tenants should be  
26 considered in any damages calculation on the class claims in this litigation;

27 WHEREAS, Plaintiffs dispute that there is any validity to Defendants’ argument that they are  
28 entitled to an offset for the value of any service and/or the cost of providing any service to Section 8

1 tenants;

2 WHEREAS, the Parties wish to avoid costly discovery and unnecessary litigation on  
3 Plaintiffs' class claims for breach of contract and violation of California's Unfair Competition Law  
4 by narrowing the scope of the issues;

5 THEREFORE, THE PARTIES STIPULATE AND JOINTLY REQUEST THAT THE  
6 COURT ORDER AS FOLLOWS:

7 1. Defendants reserve their right to argue that the value of the renters' insurance and  
8 media packages received by class tenants and the cost to Defendants of providing renters' insurance  
9 and media packages to class members should be considered in the calculation of any damages or  
10 restitution awarded to the class. As to all other services, including RentPlus, security alarms and  
11 services, in-unit washers and dryers, uncovered parking, covered parking, parking garages, pet-  
12 related services, month-to-month leasing, and storage, Defendants waive any argument that the costs  
13 of providing the services or the value of those services are relevant to the calculation of damages or  
14 restitution.

15 2. Defendants' arguments concerning the value of renters' insurance and media  
16 packages and the cost of providing renters insurance and media packages to Section 8 tenants are  
17 limited to the calculation of damages or restitution on Plaintiffs' certified class claims. Any costs that  
18 Defendants incurred to provide additional services are not relevant to Plaintiffs' claim brought under  
19 the False Claims Act.

20 Dated: May 12, 2023

Respectfully submitted,

21 IMPACT FUND

22 /s/ Lindsay Nako

Lindsay Nako

23 *Attorneys for Plaintiffs and Relators and the Certified Classes*

24 Dated: May 12, 2023

Respectfully submitted,

25 LEWIS BRISBOIS BISGAARD & SMITH LLP


26 /s/ Ryan Matthews (authorization obtained on 5/12/23)

27 Ryan Matthews

28 *Attorneys for Defendants*

1 IT IS SO ORDERED.

2 Dated: May 17, 2023.

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6 CHIEF UNITED STATES DISTRICT JUDGE  
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