

1 PAUL L. REIN, Esq. (SBN 43053)
 2 CELIA McGUINNESS, Esq. (SBN 159420)
 3 CATHERINE M. CABALO, Esq. (SBN 248198)
 4 LAW OFFICES OF PAUL L. REIN
 5 200 Lakeside Drive, Suite A
 6 Oakland, CA 94612
 7 Telephone: 510/832-5001
 8 Facsimile: 510/832-4787
 9 reinlawoffice@aol.com

10 Attorneys for Plaintiff
 11 IRVING GRIFFIN

12 * List of Defendants and their respective counsel listed after the caption.

13 IN THE UNITED STATES DISTRICT COURT
 14 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

15 IRVING GRIFFIN,
 16 Plaintiff,

CASE NO. C10-01867 MEJ
 Civil Rights

17 v.

**CONSENT DECREE AND
~~PROPOSED~~ ORDER AS TO
 INJUNCTIVE RELIEF ONLY**

18 WILLOW PASS ONE, LLC; JLD-WP,
 19 LLC; CALIFORNIA CHECK
 20 CASHING, LLC; CALIFORNIA
 21 CHECK CASHING, INC.; CSC
 22 PARKING MAINTENANCE
 23 ASSOCIATION; and DOES 1-10,
 24 Inclusive,

25 Defendants.

26 _____ /
 27 DAVID ANDERSON, ESQ. (SBN 167862)
 28 BERGQUIST, WOOD & ANDERSON, LLP
 1470 Maria Lane, Suite 300
 Walnut Creek, CA 94596-5339
 Telephone: 925/938-6100
 Facsimile: 925/938-4354

Attorneys for Defendant
 WILLOW PASS ONE, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STEVEN H. BOVARNICK, ESQ. (SBN 99361)
LELAND, PARACHINI, STEINBERG,
MATZGER & MELNICK, LLP
199 Fremont St., 21st Floor
San Francisco, CA 94105
Telephone: 415/957-1800
Facsimile: 415/974-1520

Attorneys for Defendants
JLD-WP, LLC; CALIFORNIA CHECK
CASHING, LLC; CALIFORNIA
CHECK CASHING, INC.

JOHN D. BENGTON, ESQ. (SBN 110200)
319 Barrow Ct.
Walnut Creek, CA 94598
Telephone: 925/933-0595

Attorney for Defendant
CSC PARKING MAINTENANCE
ASSOCIATION

1. Plaintiff IRVING GRIFFIN filed a Complaint in this action on April 30, 2010, to obtain recovery of damages for his alleged discriminatory experiences, alleged denial of access, and alleged denial of his civil rights, and to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws against Defendants WILLOW PASS ONE, LLC; JLD-WP, LLC; CALIFORNIA CHECK CASHING, LLC; CALIFORNIA CHECK CASHING, INC.; and CSC PARKING MAINTENANCE ASSOCIATION (together sometimes "Defendants"), relating to the condition of Defendants' public accommodations as of December 4, 2008, and allegedly continuing. Plaintiff has alleged that Defendants violated Title III of the ADA and sections 51, 52, 54, 54.1, 54.3 and 55 of the California Civil Code, and sections 19955 *et seq.* of the California Health & Safety Code by failing to provide full and equal access to their facilities at 1855 Willow Pass Road, Concord, California. Defendants have filed Answers denying liability and asserted Affirmative Defenses.

1 2. Plaintiff and Defendants (together sometimes the “Parties”) hereby
2 enter into this Consent Decree and Order for the purpose of resolving injunctive
3 relief aspects of this lawsuit without the need for protracted litigation. Issues of
4 damages and attorney fees, costs and expenses will be the subject of negotiations
5 and litigation if necessary. Defendants' sole purpose in entering into this Consent
6 Decree is to help resolve this action without protracted litigation and expense.
7 Defendants deny any violations, fault, or liability, including liability for any
8 claimed fees or expenses. The reference or lack of reference in this Consent
9 Decree to any claims in the report of Plaintiff's consultant shall not constitute
10 evidence of the validity or invalidity of such claims. The Parties agree that the
11 liability for all claims alleged in the Complaint is denied by Defendants.

12
13 **JURISDICTION:**

14 3. The Parties to this Consent Decree and Order agree that the Court
15 has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged
16 violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections
17 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of
18 California Health & Safety Code sections 19955 *et seq.*; Title 24, California
19 Code of Regulations; and California Civil Code sections 51, 52, 54, 54.1, 54.3,
20 and 55.

21 4. In order to avoid the costs, expense, and uncertainty of protracted
22 litigation, the Parties to this Consent Decree and Order agree to entry of this
23 Consent Decree and Order to resolve all claims regarding injunctive relief raised
24 or which could have been raised in the Complaint filed with this Court.
25 Accordingly, the Parties agree to the entry of this Order without trial or
26 adjudication of any issues of fact or law concerning Plaintiff's claims for
27 injunctive relief.

28 WHEREFORE, the Parties to this Consent Decree hereby agree and

1 stipulate to the Court's entry of this Consent Decree and Order, which provides as
2 follows:

3
4 **SETTLEMENT OF INJUNCTIVE RELIEF:**

5 5. This Order shall be a full, complete, and final disposition and
6 settlement of Plaintiff's claims against Defendants for injunctive relief that have
7 arisen out of the subject Complaint.

8 6. The Parties agree and stipulate that the required work will be
9 performed in compliance with the standards and specifications for disabled
10 access as set forth in the California Code of Regulations, Title 24-2, and
11 Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), unless
12 other standards are specifically agreed to in this Consent Decree and Order. In
13 any instance(s) where Title 24-2 and ADAAG conflict, the Parties agree that the
14 more strict regulation (i.e. that providing more access) shall apply.

15 a) **Required Work:** The required work agreed upon by the
16 Parties includes the following recommendations described in Plaintiff's access
17 consultant Karl J. Danz's report, titled "Draft Site Accessibility Survey of July
18 28th, 2010, attached hereto as **Attachment A**:

19 Item Nos. 1.001 through 1.021;

20 Item Nos. 2.001 through 2.006; and

21 Item Nos. 2.011 through 2.012

22 Defendants JLD-WP, LLC; CALIFORNIA CHECK CASHING, LLC;
23 CALIFORNIA CHECK CASHING, INC. agree to undertake and complete the
24 required work identified in Item No. 1.002 in **Attachment A**. Defendant CSC
25 PARKING MAINTENANCE ASSOCIATION agrees to undertake and complete
26 the required work identified in Item Nos. 1.001, 1.003 through 1.021, 2.001
27 through 2.006, and 2.011 through 2.012 in **Attachment A**.

28 Regarding Item Nos. 2.011 through 2.012, the vertical changes in elevation

1 and slope issues shall be resolved for the areas identified in Item Nos. 2.011 and
2 2.012 (i.e. level the asphalt-to-sidewalk transition depicted in **Attachment A**
3 photos DSC_0404.jpg to DSC_0407.jpg and remedy cross slopes in the
4 accessible parking stall and unloading zone) or the cross slope issues in the
5 accessible parking stall and unloading zone be remedied and an alternative
6 compliant path of travel be provided from the accessible parking space (which
7 may include moving the accessible parking space to another location).

8 **b) Timing of Required Work:** Defendants will submit plans
9 for all required work to the appropriate governmental agencies within 60 days of
10 the entry of this Consent Decree by the Court. Defendants will commence work
11 within 30 days of receiving approval from the appropriate agencies. Defendants
12 will complete all required work within 90 days of commencement of work. In
13 the event that unforeseen difficulties prevent Defendants from completing any of
14 the agreed-upon required work, Defendants or their counsel will notify Plaintiff's
15 counsel in writing within 15 days of discovering the delay. Defendants or their
16 counsel will notify Plaintiff's counsel when the required work is completed, and
17 in any case will provide a status report no later than 120 days from the entry of
18 this Consent Decree.

19 **c)** Defendants will notify Plaintiff in writing at the end of 120
20 days from the Parties' signing of this Consent Decree and Order as to the current
21 status of agreed-to required work, and every 90 days thereafter until all access is
22 provided.

23 **d) Defendant CSC PARKING MAINTENANCE**
24 ASSOCIATION will make reasonable good faith efforts to obtain permits and
25 authorizations that may be required under local law, ordinance, or other
26 applicable law in order to accomplish the modifications required under this
27 Order. If a city or other applicable state or local authority does not provide the
28 permits or authorizations in a timely manner, and such delay impacts Defendant

1 CSC PARKING MAINTENANCE ASSOCIATION's ability to make any of the
2 modifications set forth in the Order within any of the time periods set forth
3 herein, the applicable time period(s) for Defendant CSC PARKING
4 MAINTENANCE ASSOCIATION to make the modification(s) at issue shall be
5 automatically extended by the period of the delay.

6 7. Plaintiff, for himself and his heirs successors and anyone else who
7 may purport to have an interest by and through Plaintiff, further agree that no
8 claim will be made in the future for equitable relief or remedial measures to be
9 undertaken as a result of any alleged discrimination and/or other wrongful
10 conduct by Defendants related to the allegations in Plaintiff's Complaint in this
11 case, and release each of the Released Parties from any such equitable relief
12 claims arising out of Plaintiff's visit to the Park and Shop Shopping Center and
13 California Check Cashing Store from the beginning of time to the date that this
14 agreement is executed by Plaintiff.

15
16 **DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES AND COSTS:**

17 8. The Parties have not reached any agreement regarding Plaintiff's
18 claims for damages, attorneys fees, litigation expenses and costs, which claims
19 are expressly denied by Defendants. These matters will be the subject of future
20 negotiation or litigation as necessary. The Parties jointly stipulate and request
21 that the Court not dismiss the case as these issues remain unresolved.

22
23 **ENTIRE CONSENT DECREE AND ORDER:**

24 9. This Consent Decree and Order constitute the entire agreement
25 between the signing Parties on the matters of injunctive relief, and no other
26 statement, promise or agreement, either written or oral, made by any of the
27 Parties or agents of any of the Parties that is not contained in this written Consent
28 Decree and Order shall be enforceable regarding the matters of injunctive relief

1 described herein. This Consent Decree and Order applies to Plaintiff's claims for
2 injunctive relief only and does not resolve the Parties' claims for damages,
3 attorney fees, litigation expenses and costs, which shall be the subject of further
4 negotiation and/or litigation. The Parties stipulate that all Parties request that the
5 Court not dismiss the case, as issues of statutory damages, attorney fees,
6 litigation expenses, and costs are still before the Court.

7 10. This Consent Decree is executed without reliance upon
8 representation by either the Parties or any of their representatives.

9
10 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND**
11 **SUCCESSORS IN INTEREST:**

12 11. This Consent Decree and Order shall be binding on Plaintiff,
13 Defendants, and any successors in interest. Defendants have a duty to so notify
14 all such successors in interest of the existence and terms of this Consent Decree
15 and Order during the period of the Court's jurisdiction of this Consent Decree
16 and Order.

17
18 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS**
19 **TO INJUNCTIVE RELIEF ONLY:**

20 12. Each of the Parties to this Consent Decree and Order understands
21 and agrees that there is a risk and possibility that, subsequent to the execution of
22 this Consent Decree and Order, any or all of them will incur, suffer or experience
23 some further loss or damage with respect to the lawsuit that is unknown or
24 unanticipated at the time this Consent Decree and Order is signed. Except for all
25 obligations required in this Consent Decree and Order, the Parties intend that this
26 Consent Decree and Order apply to all such further loss with respect to the
27 lawsuit, except those caused by the Parties subsequent to the execution of this
28 Consent Decree and Order. Therefore, except for all obligations required in this

1 Consent Decree and Order, this Consent Decree and Order shall apply to and
2 cover any and all claims, demands, actions and causes of action by the Parties to
3 this Consent Decree with respect to the lawsuit, whether the same are known,
4 unknown or hereafter discovered or ascertained, and the provisions of Section
5 1542 of the California Civil Code are hereby expressly waived. Section 1542
6 provides as follows:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
8 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
9 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
10 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
11 **OR HER MUST HAVE MATERIALLY AFFECTED HIS**
12 **SETTLEMENT WITH THE DEBTOR.**

13 This waiver applies to the injunctive relief aspects of this action only and does
14 not include resolution of the Parties' claims for damages, attorney fees, litigation
15 expenses and costs.

16 13. Except for all obligations required in this Consent Decree and Order
17 – and exclusive of the referenced continuing claims for damages, statutory
18 attorney fees, litigation expenses and costs – each of the Parties to this Consent
19 Decree and Order, on behalf of each, their respective agents, representatives,
20 predecessors, successors, heirs, partners and assigns, releases and forever
21 discharges each other Party and all officers, directors, shareholders, subsidiaries,
22 joint venturers, stockholders, partners, parent companies, employees, agents,
23 attorneys, insurance carriers, heirs, predecessors, and representatives of each
24 other Party, from all claims, demands, actions, and causes of action of whatever
25 kind or nature, presently known or unknown, arising out of or in any way
26 connected with the lawsuit.

27 **TERM OF THE CONSENT DECREE AND ORDER:**

28 14. This Consent Decree and Order shall be in full force and effect for a
period of twelve (12) months after the date of entry of this Consent Decree and

1 Order by the Court, or until the injunctive relief contemplated by this Order is
2 completed, whichever occurs later. The Court shall retain jurisdiction of this
3 action to enforce provisions of this Consent Decree and Order for twelve (12)
4 months after the date of entry of this Consent Decree and Order by the Court, or
5 until the required work contemplated by this Order is completed, whichever
6 occurs later.

7
8 **SEVERABILITY:**

9 15. If any term of this Consent Decree and Order is determined by any
10 court to be unenforceable, the other terms of this Consent Decree and Order shall
11 nonetheless remain in full force and effect.

12
13 **SIGNATORIES BIND PARTIES:**

14 16. Signatories on the behalf of the Parties represent that they are
15 authorized to bind the Parties to this Consent Decree and Order. This Consent
16 Decree and Order may be signed in counterparts and a facsimile signature shall
17 have the same force and effect as an original signature.

18
19 **MISCELLANEOUS:**

20 17. Plaintiff agrees to execute any and all documents necessary to carry
21 out the terms and provisions of this Consent Decree.

22 18. Plaintiff has carefully read each and every term of this Consent
23 Decree and has received advice of counsel as to the nature and extent of each of
24 the terms and provisions hereof.

25
26 **END OF PAGE.**

27 **SIGNATURES CONTINUE ON THE NEXT PAGE**
28 **AND ORDER IS AT THE END OF THE DOCUMENT.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 2/18/, 2011

PLAINTIFF IRVING GRIFFIN

Irving Griffin
IRVING GRIFFIN

Dated: _____, 2011

DEFENDANT WILLOW PASS ONE, LLC

By: _____

Print name: _____

Title: _____

Dated: _____, 2011

DEFENDANT JLD-WP, LLC

By: _____

Print name: _____

Title: _____

Dated: _____, 2011

DEFENDANT CALIFORNIA CHECK
CASHING, LLC

By: _____

Print name: _____

Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2011

PLAINTIFF IRVING GRIFFIN

IRVING GRIFFIN _____

Dated: 2/21, 2011

DEFENDANT WILLOW PASS ONE, LLC

By: [Signature] for Willow Pass One, LLC
Print name: Willow Pass One, LLC
Title: Manager

Dated: _____, 2011

DEFENDANT JLD-WP, LLC

By: _____
Print name: _____
Title: _____

Dated: _____, 2011

DEFENDANT CALIFORNIA CHECK
CASHING, LLC

By: _____
Print name: _____
Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2011

PLAINTIFF IRVING GRIFFIN

IRVING GRIFFIN

Dated: _____, 2011

DEFENDANT WILLOW PASS ONE, LLC

By: _____
Print name: _____
Title: _____

Dated: 2/10, 2011

DEFENDANT JLD-WP, LLC

By: *Jonathan Eger*
Print name: Jonathan Eger
Title: Managing Member

Dated: _____, 2011

DEFENDANT CALIFORNIA CHECK CASHING, LLC

By: _____
Print name: _____
Title: _____

PAUL L. REYN
2001 WASHINGTON, SUITE 200
DALLAS, TX 75201-3503
(214) 833-8900

CONSENT DECREE AND [IMPOSED] ORDER
AS TO INJUNCTIVE RELIEF ONLY
CASE NO. C10-01867 MEJ

1 Dated: _____, 2011

PLAINTIFF IRVING GRIFFIN

2

3

4

IRVING GRIFFIN _____

5

6 Dated: _____, 2011

DEFENDANT WILLOW PASS ONE, LLC

7

8

9

By: _____

10

Print name: _____

11

Title: _____

12

13

14 Dated: _____, 2011

DEFENDANT JLD-WP, LLC

15

16

17

By: _____

18

Print name: _____

19

Title: _____

20


21 Dated: Feb. 10, 2011

DEFENDANT CALIFORNIA CHECK
CASHING, LLC

22

23

24

By: 

25

Print name: Richard Lake

26

Title: CEO

27



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 2/17, 2011

DEFENDANT CSC PARKING
MAINTENANCE ASSOCIATION

By: Vimal Kumar
Print name: 2/17/2011 Vimal Kumar
Title: Secretary / Treasurer

APPROVED AS TO FORM:

Dated: _____, 2011

LAW OFFICES OF PAUL L. REIN

By: CATHERINE M. CABALO, ESQ.
Attorneys for Plaintiff
IRVING GRIFFIN

Dated: _____, 2011

BERGQUIST, WOOD & ANDERSON, LLP

By: DAVID ANDERSON, ESQ.
Attorney for Defendant
WILLOW PASS ONE, LLC

Dated: _____, 2011

LELAND, PARACHINI, STEINBERG,
MATZGER & MELNICK, LLP

By: STEVEN H. BOVARNICK, ESQ.
Attorney for Defendants
JLD-WP, LLC; CALIFORNIA CHECK
CASHING, LLC; and CALIFORNIA CHECK
CASHING, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2011

DEFENDANT CSC PARKING
MAINTENANCE ASSOCIATION

By: _____

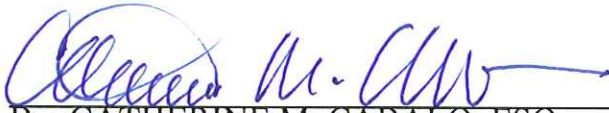
Print name: _____

Title: _____

APPROVED AS TO FORM:

Dated: February 18, 2011

LAW OFFICES OF PAUL L. REIN



By: CATHERINE M. CABALO, ESQ.
Attorneys for Plaintiff
IRVING GRIFFIN

Dated: _____, 2011

BERGQUIST, WOOD & ANDERSON, LLP

By: DAVID ANDERSON, ESQ.
Attorney for Defendant
WILLOW PASS ONE, LLC

Dated: _____, 2011

LELAND, PARACHINI, STEINBERG,
MATZGER & MELNICK, LLP

By: STEVEN H. BOVARNICK, ESQ.
Attorney for Defendants
JLD-WP, LLC; CALIFORNIA CHECK
CASHING, LLC; and CALIFORNIA CHECK
CASHING, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2011

DEFENDANT CSC PARKING
MAINTENANCE ASSOCIATION

By: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

Dated: _____, 2011

LAW OFFICES OF PAUL L. REIN

By: CATHERINE M. CABALO, ESQ.
Attorneys for Plaintiff
IRVING GRIFFIN

Dated: 2/23, 2011

BERGQUIST, WOOD & ANDERSON, LLP



By: DAVID ANDERSON, ESQ.
Attorney for Defendant
WILLOW PASS ONE, LLC

Dated: _____, 2011

LELAND, PARACHINI, STEINBERG,
MATZGER & MELNICK, LLP

By: STEVEN H. BOVARNICK, ESQ.
Attorney for Defendants
JLD-WP, LLC; CALIFORNIA CHECK
CASHING, LLC; and CALIFORNIA CHECK
CASHING, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2011

DEFENDANT CSC PARKING
MAINTENANCE ASSOCIATION

By: _____

Print name: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2011

LAW OFFICES OF PAUL L. REIN

By: CATHERINE M. CABALO, ESQ.
Attorneys for Plaintiff
IRVING GRIFFIN

Dated: _____, 2011

BERGQUIST, WOOD & ANDERSON, LLP

By: DAVID ANDERSON, ESQ.
Attorney for Defendant
WILLOW PASS ONE, LLC

Dated: 2/10, 2011

LELAND, PARACCHINI-STEINBERG,
MATZGER & MELNICK, LLP

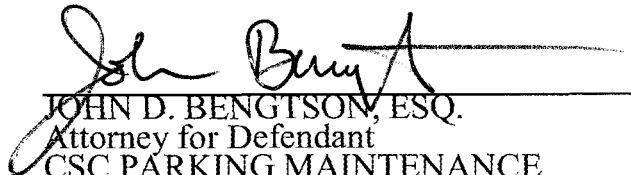
By: STEVEN H. BOVARNICK, ESQ.
Attorney for Defendants
JLD-WP, LLC; CALIFORNIA CHECK
CASHING, LLC; and CALIFORNIA CHECK
CASHING, INC.

LAW OFFICES OF
PAUL L. REIN
200 LAKESIDE DR., SUITE A
OAKLAND, CA 94612-3803
(510) 832-0001

CONSENT DECREE AND (PROPOSED) ORDER
AS TO INJUNCTIVE RELIEF ONLY
CASE NO. C10-01867 MEB

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 2/9, 2011



JOHN D. BENGTON, ESQ.
Attorney for Defendant
CSC PARKING MAINTENANCE
ASSOCIATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

Dated: March 8, 2011



Honorable MARIA-ELENA JAMES
United States Chief Magistrate Judge