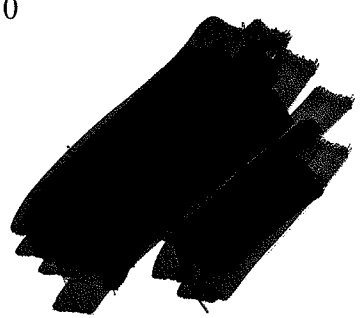


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 11 HOLLYNN D'LIL

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20 Attorneys for Defendant  
 21 MONTGOMERY VILLAGE LIMITED PARTNERSHIP

22 UNITED STATES DISTRICT COURT  
 23 NORTHERN DISTRICT OF CALIFORNIA

24 HOLLYNN D'LIL,

CASE NO. 4:08-CV-04690-SBA

25 Plaintiff,

**HON. SAUNDRA B. ARMSTRONG**  
 Civil Rights

26 v.

27 MONTGOMERY VILLAGE LIMITED  
 28 PARTNERSHIP; AND DOES 1 through 35,  
 Inclusive,

**CONSENT DECREE FOR  
 SETTLEMENT BETWEEN  
 PLAINTIFF AND DEFENDANT  
 MONTGOMERY VILLAGE  
 LIMITED PARTNERSHIP FOR  
 PLAINTIFF'S CLAIMS FOR  
 INJUNCTIVE RELIEF  
 [Concurrently filed with Proposed  
 Order]**

Defendants.

No trial date set: General Order 56

**CONSENT DECREE AND ORDER**

1. Plaintiff HOLLYNN D'LIL ("Plaintiff") filed her Complaint in this action on  
 October 9, 2008 to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"),  
 42 U.S.C. §§ 12101 *et seq.*, and California Civil Code §§ 51; 54; and 54.1, and California

1 Health & Safety Code §§ 19952 and 19955 *et seq.*, against Defendant MONTGOMERY  
2 VILLAGE LIMITED PARTNERSHIP (“Defendant”), and DOES 1-35, Inclusive. Plaintiff  
3 and Defendant are collectively referred to herein as the “Parties.” Plaintiff alleged that  
4 Defendant violated Title III of the ADA and California civil rights laws and statutes by failing  
5 to provide full and equal access to its facilities, services and accommodations at  
6 MONTGOMERY VILLAGE located at 911 Village Court, Santa Rosa, County of Sonoma,  
7 California (“MONTGOMERY VILLAGE”). Plaintiff and Defendant MONTGOMERY  
8 VILLAGE now seek to settle all of Plaintiff’s claims for injunctive relief against  
9 MONTGOMERY VILLAGE, and agree that the terms of this Consent Decree will satisfy all of  
10 Plaintiff’s claims for injunctive relief.

11 2. Defendant MONTGOMERY VILLAGE denies all of the allegations in the  
12 Complaint filed by Plaintiff, and by entering into this Consent Decree and concurrently-filed  
13 Proposed Order does not admit liability to any of the allegations in Plaintiff’s Complaint filed  
14 against MONTGOMERY VILLAGE. Plaintiff and Defendant hereby enter into this Consent  
15 Decree and Order for the purpose of entering into an early settlement of Plaintiff’s claims for  
16 injunctive relief without the need for protracted litigation, and without the admission of any  
17 liability for any allegations in Plaintiff’s Complaint.

18 **JURISDICTION:**

19 3. Plaintiff and Defendant hereby agree that the Court has jurisdiction of Plaintiff’s  
20 Complaint pursuant to 28 U.S.C. § 1331 for alleged violations of the Americans with  
21 Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and for supplemental jurisdiction for  
22 California civil rights laws and regulations.

23 4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the  
24 parties to this Consent Decree agree to entry of the concurrently Proposed Order to resolve all  
25 of Plaintiff’s claims regarding injunctive relief against Defendant at MONTGOMERY  
26 VILLAGE and its related facilities. Accordingly, the parties agree to the entry of the  
27 concurrently-filed Proposed Order without trial or further adjudication of any issues of fact or  
28 law concerning Plaintiff’s claims for injunctive relief as set forth in the Complaint filed by

1 Plaintiff with this Court.

2 WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the  
3 Court's entry of this Consent Decree and concurrently filed Proposed Order, which provides as  
4 follows:

5 **SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF:**

6 5. The Parties have reached an agreement regarding Plaintiff HOLLYNN D'LIL's  
7 claims for injunctive relief as requested in her Complaint before this Court. Attached as  
8 **Attachment A and Exhibit 1**, are all of the terms for the settlement of the injunctive relief as  
9 agreed to between the Parties, fully set out. Said **Attachment A and Exhibit 1**, are hereby  
10 referenced as if fully set forth herein as the full and complete agreement between the Parties for  
11 settlement of all of Plaintiff's claims for injunctive relief as requested in Plaintiff's Complaint.

12 **NOTICE OF DELAY FOR CORRECTIVE WORK:**

13 6. The Parties agree that the Court will retain jurisdiction to resolve any disputes  
14 between the Parties regarding the obligations set forth in this Consent Decree and Attachment  
15 A. In the event that Parties have a dispute regarding compliance with any of the terms or  
16 conditions of this Consent Decree and Order, the Parties agree that Defendant will provide  
17 Plaintiff written notice of any delays within 10 days of knowing that a condition or term of the  
18 Consent Decree and Attachment A cannot be completed as anticipated. No enforcement action  
19 may be filed until 30 days after Plaintiff's receipt of Defendant's written Notice of Delay;  
20 during said 30 days period the parties shall meet and confer in good faith to resolve issues  
21 raised by the Defendant's Notice.

22 **PLAINTIFF'S MONETARY CLAIMS:**

23 7. The Parties have not reached an agreement to settle Plaintiff's monetary claims  
24 including but not limited to: statutory, compensatory and personal injury damages, attorney  
25 fees, litigation expenses and/or costs. Plaintiff's monetary claims may be resolved by separate  
26 agreement, trial or motion to the Court.

27 ///  
28

1 **ENTIRE CONSENT ORDER:**

2 8. This Consent Decree constitutes the entire agreement between the signing  
3 parties on the matter of Plaintiff's injunctive relief against Defendant MONTGOMERY  
4 VILLAGE, and no other statement, promise, or agreement, either written or oral, made by any  
5 of the parties or agents of any of the parties, that is not contained in this written Consent Decree  
6 and concurrently-filed Proposed Order, shall be enforceable regarding the matters described  
7 herein. This Consent Decree and concurrently-filed Proposed Order applies to Plaintiff's  
8 claims for injunctive relief only in the action before this Court.

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

10 9. This Consent Decree and Order shall be binding on Plaintiff HOLLYNN D'LIL  
11 and Defendant MONTGOMERY VILLAGE LIMITED PARTNERSHIP and any successors in  
12 interest. The Parties have a duty to so notify all such successors in interest of the existence and  
13 terms of this Consent Decree and concurrently-filed Proposed Order during the period of the  
14 Court's jurisdiction of this Consent Decree and Order.

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

16 10. This Consent Decree and concurrently filed Proposed Order shall be in full force  
17 and effect once approved by the Court. The Court shall retain jurisdiction of this action to  
18 enforce provisions of this Order in the event that Plaintiff alleges that Defendant has failed to  
19 comply with any of the terms of this Consent Decree for a period of twenty-four months from  
20 the date the Court approves this Consent Decree, or 90 days from Defendant's notice of  
21 completion of the work, whichever is later. The terms of injunctive relief, as set forth in  
22 **Attachment A and Exhibit 1** are meant to be permanent changes. In the event that Parties  
23 have a dispute regarding compliance with any of the terms or conditions of this Agreement, the  
24 Parties agree and stipulate to the Court retaining jurisdiction to enforce this Agreement, and  
25 agree to follow the procedures set forth Paragraph 6 herein (or if Plaintiff is the complaining  
26 party, she shall give the Defendant notice in writing, and the Parties shall meet and confer no  
27 later than 30 days after Defendant's receive said notice, before Plaintiff may file an  
28 enforcement action.).

1 **SIGNATORIES BIND PARTIES:**

2 11. Signatories on the behalf of the parties represent that they are authorized to bind  
3 the parties to this Consent Decree and the concurrently filed Proposed Order. This Consent  
4 Decree and concurrently filed Proposed Order may be signed in counterparts and a facsimile  
5 signature shall have the same force and effect as an original signature.  
6

7 **APPROVED AS TO FORM:**

8 Dated: August 30, 2010

PATRICIA BARBOSA  
JORDON METZ  
BARBOSA, METZ, IKEDA & HARISSON

9  
10 /s/  
11 Attorneys for Plaintiff  
12 HOLLYNN D'LIL

13  
14 Dated: August 25, 2010

DENNIS D. STRAZULO  
SARA WILSON  
STRAZULO FITZGERALD LLP

15  
16 /s/  
17 Attorneys for Defendant  
18 MONTGOMERY VILLAGE LIMITED  
PARTNERSHIP

19  
20 **PARTIES' APPROVAL:**

21 Dated: August 25, 2010

HOLLYNN D'LIL

22  
23 /s/  
24 Plaintiff  
25  
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Dated: August 30, 2010

MONTGOMERY VILLAGE LIMITED  
PARTNERSHIP

\_\_\_\_\_  
/s/  
Defendant  
Name: DAVID CODDING  
Title: President, Lakeside Leasing, General  
Partner, MONTGOMERY VILLAGE LIMITED  
PARTNERSHIP

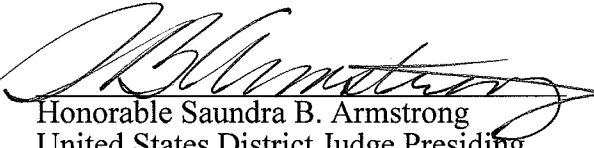
Dated: August 25, 2010

MONTGOMERY VILLAGE LIMITED  
PARTNERSHIP

\_\_\_\_\_  
/s/  
Defendant  
Name: MELISSA WILLIAMS  
Title: V.P. of OPERATIONS

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

Dated: March 28, 2011

  
\_\_\_\_\_  
Honorable Sandra B. Armstrong  
United States District Judge Presiding

**Consent Decree and Order: Attachment A**  
*Hollynn D'Lil v. Montgomery Village Limited Partnership*  
Case No. 4:08-CV-04690-SBA

MONTGOMERY VILLAGE LIMITED PARTNERSHIP ("Defendant") and HOLLYNN D'LIL ("Plaintiff") (collectively referred to as "Parties") agree to the following terms and conditions to be incorporated in the Consent Decree and Order, incorporated herein by reference, as settlement of Plaintiff's claims for injunctive relief in the civil case entitled *D'Lil v. Montgomery Village Limited Partnership, N. Dist.* Case No. 4:08-CV-04690-SBA. The parties agree that the following corrective work will be undertaken to eliminate barriers at Montgomery Village in Sonoma County, which is the subject facility for the above-cited case. All of the corrective work will be done in compliance with the standards and specifications for access as set forth in the California Code of Regulations, Title 24-2 and Americans with Disabilities Act Accessibility Guidelines (ADAAG) applicable at the time the corrective work is undertaken.

The corrective work to be done by Defendant will be made in stages, depending on the type of work to be done. For work that does not require a permit from an enforcing agency, the work will be completed no later than February 15, 2011. For work that requires a permit from an enforcing agency, the dates agreed upon are set forth in the item number. For work that requires additional time, the dates for work are set forth in the item number. The item numbers in Attachment A correspond to the item numbers on the Barrier's Report prepared by Plaintiff's expert, Karl Danz, dated April 14, 2009, cited herein by reference, but only to identify the item numbers for the work to be done.

**BARRIER REMOVAL ITEMS:**

- 1.1 Cross walk. Work already completed.
- 1.2 Ramp at door to Subway. Work completed.
- 1.3 Cross walk at Magowan. Part of larger path of travel at shopping mall. Defendant will submit permits by March 15, 2011. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff with a status report after receiving permits (with a proposed completion date).\*
- 1.4 Cross walk at Midway Dr. Work completed.
- 1.5 Parking spaces on Hahman. Part of larger path of travel at shopping mall. Defendant will submit permits by March 15, 2011. Defendant will install or relocate the designated, accessible parking spaces as identified in Exhibit 1. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff a status report after receiving permits.\*
- 1.6 Cross walk. Work completed.
- 1.7 Accessible parking in front of Sonoma. Work completed.
- 1.8 Accessible parking in front of Lucky's. Work completed.
- 1.9 Accessible parking in front of Ross. Work completed.
- 1.10 Men's Restroom. The work will be done by February 15, 2011.
- 1.11 Village Court. The permits will be submitted by January 15, 2011, and the work completed by August 31, 2011.

- 1.12 Curb ramp. Part of larger path of travel at shopping mall. Defendant will submit permits by March 15, 2011. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff a status report after receiving permits.\*
- 1.13 Accessible parking at Coldwater Creek. Work completed.
- 1.14 Parking at WestAmerica Bank. This work will be done in accordance with the larger parking plan as identified in Exhibit 1.
- 1.15 Walkway from Copperfield's. Part of larger path of travel at shopping center. Defendant will submit permits by March 15, 2011. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff a status report after receiving permits.\*
- 1.16 Cross walk. No work to be done.
- 1.17 Path of travel between Copperfield's and WestAmerica. Part of larger path of travel at shopping mall. Defendant will submit permits by March 15, 2011. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff a status report after receiving permits.\*
- 1.18 Copperfield's south entrance. Part of larger path of travel at shopping mall. Defendant will submit permits by March 15, 2011. Defendant will commence work within 90 days after receiving permits, and will provide Plaintiff a status report after receiving permits.\*
- 1.19 Walkway ramp at Liquor store. Work will be done by February 15, 2011.
- 1.20 Pathway on east side of Village Art. Work completed.
- 1.21 Village Court. The permits will be submitted by January 15, 2011, and the work completed by August 31, 2011.
- 1.22 Pathway east of Bank of America. Work completed.
- 1.23 Access parking, Bank of America. Work completed.
- 1.24 Women's Restroom. Work completed.
- 1.25 Cross walk, no work to be done.
- 1.26 Cross walk. Work completed.
- 1.27 Cross walk. Work completed.
- 1.28 Ramp at Men's Restroom. Work to be done by February 15, 2011.

\*PARKING: All parking as identified in Exhibit 1 is to be completed by March 15, 2011, with the exception of the accessible parking associated with the path of travel modifications in the mid-cross blocks of the facilities, which will be done in coordination with the path of travel renovations.



# PROPOSED COMPLIANT ADA PARKING & PATH OF TRAVEL

"The Village is a unique lifestyle blend of apparel, gifts and restaurants."



A PREMIER SHOPPING EXPERIENCE

### The Village Physical Profile

Total site area: 20.08 acres  
Gross leasable area: 287,305 square feet  
Approximate number of parking spaces: 1,140

### The Nuts and Bolts

Founder & year built: Hugh B. Coddling—1950  
Owner: Montgomery Village LP (David Coddling)  
Lease Negotiator: David Coddling  
Director of Marketing: Melissa Williams

