

1 BRANCART & BRANCART  
 Christopher Brancart (SBN 128475)  
 2 cbrancart@brancart.com  
 Liza Cristol-Deman (SBN 190516)  
 3 lcristoldeman@brancart.com  
 P.O. Box 686  
 4 Pescadero, CA 94060  
 Tel: (650) 879-0141  
 5 Fax: (650) 879-1103

6 Attorneys for Plaintiffs

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10 **TANYA VELO; and B.V. and P.V.,** )  
 11 **Minors, by their guardian ad litem** )  
 12 **TANYA VELO; and PROJECT** )  
 13 **SENTINEL,** )  
 14 **Plaintiffs,** )  
 15 **v.** )  
 16 **CAMBRIAN PROPERTIES LLC, a** )  
 17 **California Limited Liability Company,** )  
 18 **doing business as the BALMORAL** )  
 19 **LUXURY APARTMENTS, also known** )  
 20 **as the BALMORAL LUXURY HOMES,** )  
 21 **Defendant.** )

Case No. CV11-01443 DMR  
 ██████████ CONSENT DECREE AND  
 FINAL ORDER

20 This action was brought by plaintiffs alleging that defendant violated the Fair  
 21 Housing Act, 42 U.S.C. section 3601 *et seq.* and related state laws by discriminating  
 22 against families with minor children on the basis of familial status in connection with the  
 23 ownership and operation of the Balmoral Luxury Apartments in Santa Clara, California.  
 24 Plaintiffs and defendant have agreed that in order to avoid further litigation, the  
 25 controversy should be resolved without trial or adjudication on the merits, and therefore  
 26 have consented to the entry of this decree and order. By entering into this consent  
 27 decree and order ("order"), defendant makes no admission of liability or wrongdoing in  
 28 connection with the allegations and claims made by plaintiffs.

██████████ CONSENT DECREE AND FINAL ORDER; CASE NO. CV11-01443 DMR

1 It is hereby ordered, adjudged, and decreed that:

2 **MONETARY TERMS**

3 1. Defendant shall make a monetary payment in the amount of \$80,000 to  
4 plaintiffs in the form of checks made payable to the Attorney-Client Trust Account of  
5 Brancart & Brancart. This amount shall be distributed as follows: \$18,000 to plaintiff  
6 Tanya Velo; \$1,000 to minor plaintiff BL; \$1,000 to minor plaintiff PV; \$15,000 to  
7 plaintiff Project Sentinel, and \$45,000 to plaintiffs' attorneys to compensate for fees and  
8 costs incurred in this matter. The monetary payment to be made by defendant is  
9 inclusive of all claims for damages and attorneys' fees and costs to be paid to plaintiffs.  
10 This payment shall be made in monthly installments of at least \$5,000 until the amount  
11 is paid in full.

12 2. In the event that defendant files for protection under the bankruptcy laws,  
13 the amount still due under paragraph 1 shall be deemed non-dischargeable.

14 **RELEASE TERMS**

15 3. Plaintiffs and defendant shall execute mutual waivers and releases  
16 indicating that this order constitutes a full and final settlement of any and all claims that  
17 they have related to the subject matter of this lawsuit. Those mutual waivers and  
18 releases shall include a waiver of all known and unknown claims under California Civil  
19 Code section 1542.

20 **EQUITABLE TERMS**

21 4. Defendant, its members, officers, employees, and agents shall comply  
22 with the following terms at each residential rental premises that they own or operate:

23 a. Abide by all state and federal fair housing laws;

24 b. If Defendant chooses to apply a numerical occupancy restriction at its  
25 rental properties, that restriction shall permit at least two persons per bedroom, plus  
26 one for the unit, or the so-called 2+1 standard. Defendant shall not restrict occupancy  
27 in studio units to fewer than three persons;

28 c. Provide a copy of the HUD pamphlet entitled "Are you the victim of

1 housing discrimination?"(HUD official form 903.1, available free of charge by calling  
2 HUD at (800) 669-9777, or on HUD's website, located at [www.hud.gov](http://www.hud.gov)) or the DFEH  
3 pamphlet entitled "Fair Housing: You are Protected Under California Law" (DFEH form  
4 157H) to all prospective tenants and to all current tenants of their rental properties in  
5 Spanish or in English. These pamphlets are available free of charge from HUD's  
6 website, located at [www.hud.gov](http://www.hud.gov); and DFEH's website, [www.dfeh.ca.gov](http://www.dfeh.ca.gov);

7 d. When placing vacancy listings or advertisements on Craigslist.org, or in  
8 newspapers, flyers, or in any other location or publication, defendant shall be prohibited  
9 from expressing a preference or limitation based on familial status, and shall include a  
10 fair housing endorsement such as, "We're a Fair Housing Provider," or words to that  
11 effect;

12 e. Display a fair housing poster (HUD official form 928) in a conspicuous  
13 location in a common area, such as the rental office, mail area, or laundry room; and,

14 f. Defendants shall attend and pay for attending a fair housing training  
15 once per year for four years conducted by Tri-County Apartment Association and  
16 attended by all owners, managers, assistant managers, leasing agents, and all other  
17 agents at defendants' rental properties who have contact with tenants or prospective  
18 tenants.

19 **DURATION AND ENFORCEMENT**

20 5. This order shall be in effect for a period of five years from the date of entry  
21 and the court shall retain jurisdiction for the purposes of enforcement. This order will  
22 terminate at the end of the five-year period.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1           6.       The parties shall attempt in good faith to work out any disputes that arise  
2 under the terms of this order. Only after good faith attempts have been exhausted will  
3 the parties request the assistance of the court in resolving such disputes.

4           Ordered this 2<sup>nd</sup> day of November, 2012.

5 

6 \_\_\_\_\_  
7 Honorable Donna M. Ryu  
8 United States Magistrate Judge

9 APPROVED AS TO CONTENT AND FORM:

10 *I hereby attest that all signatories whose names and conformed signatures (/s/) appear*  
11 *below have consented in writing to this e-filed document.*

14 /s/ Liza Cristol-Deman  
15 Liza Cristol-Deman  
16 BRANCART & BRANCART  
17 Attorneys for Plaintiffs

November 1, 2012  
Dated

18 /s/ Jessica Woelfel  
19 Jessica Woelfel  
20 MCDONALD CARANO WILSON LLP  
21 Attorneys for Defendant

November 1, 2012  
Dated