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Attorneys for Plaintiffs and Third-party Defendant

11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 (SAN JOSE DIVISION)  
 14

15 NANCY WESTERFIELD AND PROJECT )  
 SENTINEL, A CALIFORNIA NON PROFIT )  
 16 CORPORATION, EACH INDIVIDUALLY AND ON BEHALF )  
 OF THE GENERAL PUBLIC, )

) Case No. C09-01183 PVT  
 )  
 )  
 ) xxxxxxxxxxxxxx CONSENT DECREE  
 ) AND FINAL ORDER  
 )

18 Plaintiffs,  
 19 vs.

20 LIBLIT ASSOCIATES LLC, A CALIFORNIA LIMITED  
 LIABILITY COMPANY; AND DOKOMAR INC., A  
 CALIFORNIA CORPORATION, EACH INDIVIDUALLY AND )  
 21 DOING BUSINESS AS THE MIDTOWN APARTMENTS, )

22 Defendants.

23 LIBLIT ASSOCIATES LLC, A CALIFORNIA LIMITED )  
 LIABILITY COMPANY; AND DOKOMAR INC., A )  
 24 CALIFORNIA CORPORATION, EACH INDIVIDUALLY AND )  
 DOING BUSINESS AS THE MIDTOWN APARTMENTS, )

25 Third Party Plaintiffs,

26 vs.

27 KYRIE ROBINSON, )  
 28 Third-Party Defendant. )

1 This action was brought by plaintiffs alleging that defendants violated the  
2 federal Fair Housing Act, 42 U.S.C. section 3601 *et seq.* and related state laws by  
3 engaging in discriminatory housing practices based on disability or handicap.

4 Plaintiffs also brought claims related to the tenancy of Nancy Westerfield, including  
5 wrongful eviction. Defendants then filed a third party complaint against Kyrie  
6 Robinson.  
7

8 At a mediation session on June 10, 2009 before the Honorable Judge Flaherty  
9 (Retired), the parties agreed to resolve all outstanding claims in this action by  
10 stipulating to the issuance of this Consent Decree. Defendants and third party  
11 defendant have made no admissions of liability and enter into this agreement in order  
12 to avoid protracted litigation.  
13

14 It is hereby ordered, adjudged and decreed that:

- 15 1. Defendants and their insurer shall make a payment of \$32,000 to the  
16 "Attorney-Client Trust Account of the Law Foundation of Silicon Valley"  
17 within 15 days from the date of the entry of the Consent Decree.  
18
- 19 2. Defendants shall enter into a rental agreement with Nancy Westerfield to  
20 rent an apartment at Midtown Apartments for a period of five years,  
21 commencing on July 1, 2009, at a monthly rate of \$500. At the conclusion  
22 of the five-year rental period, defendants are permitted to return the rent to  
23 market rate. On or before July 1, 2009, Nancy Westerfield shall be required  
24 to pay to defendants an \$1150 security deposit for her new apartment at  
25 Midtown Apartments.  
26  
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- 1           3. This \$32,000 payment and rent concessions are inclusive of all monetary  
2           payments to be made by defendants to plaintiffs, including attorneys' fees  
3           and costs.  
4  
5           4. Plaintiffs and defendants and third party plaintiffs and defendant shall  
6           execute mutual waivers and releases indicating that this consent decree and  
7           final order constitutes a full and final settlement of any and all claims that  
8           they have related to the subject matter of this lawsuit. Those mutual waivers  
9           and releases shall include a waiver of all known and unknown claims and a  
10          waiver of the rights of all parties under California Civil Code section 1542.  
11  
12          3. Defendants will also do the following things:  
13           a. Within 30 days of entry of this order, defendants will take affirmative  
14           steps to remove Nancy Westerfield's name from any and all unlawful  
15           detrainer registries and provide Ms. Westerfield with a positive letter of  
16           reference for future housing providers and credit check companies;  
17           b. Within 30 days of entry of this order, defendants will attend and pay for  
18           all of their employees and agents to attend to a fair housing training  
19           conducted by Project Sentinel;  
20           c. Attend fair housing trainings with Project Sentinel annually for five years,  
21           the cost of which will be borne by defendants, and in accordance with  
22           Project Sentinel's set training rates at the times that the trainings are  
23           given;  
24           d. Develop, implement and distribute a written comprehensive reasonable  
25           accommodation policy at all rental properties that you own and/or  
26           manage within 30 days of entry of this order;  
27           e. Notify all current and prospective tenants of their right to reasonable  
28           accommodation in housing (distribution of the pamphlet published by the  
29           California Department of Fair Employment and Housing entitled "Fair  
          Housing – You are Protected Under California Law" [DFEH-157H] shall  
          be deemed to comply with this requirement);

- f. Retain all applications and tenant files at all rental properties that you own and/or manage for at least five years following the entry of this order;
- g. Notify Fair Housing Law Project and Project Sentinel of any complaints, allegations or lawsuits regarding a violation of fair housing laws within five years following the entry of this order;
- h. Post the fair housing poster published by the California Department of Fair Employment and Housing (DFEH-164H) in a conspicuous location in a common area of each residential rental premises that they own or manage

4. Plaintiff Nancy Westerfield agrees not to make disparaging statements regarding defendants to other tenants or prospective tenants of the Midtown Apartments.

5. This order shall be in effect for a period of five years. The Court will retain jurisdiction to enforce the terms of the Consent Decree. This action is otherwise dismissed with prejudice as to all defendants.

6. The parties agree to provide at least 30 days notice and an opportunity to cure in the event that a dispute arises or a violation of this Order is suspected before filing any action to enforce. The parties further agree that they will exhaust good faith resolution attempts before requesting the assistance of the Court in resolving any disputes that arise under the terms of this order.

It is so ordered.

Dated: July 31, 2009



Honorable Patricia V. Trumbull  
United States Magistrate Judge

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Approved as to content and form:

Dated: June 22, 2009

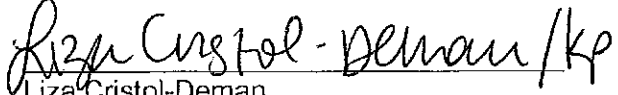
Fair Housing Law Project  
Law Foundation of Silicon Valley



Kim Pederson  
Attorney for Plaintiffs and Third party  
Defendant

Dated: June 22, 2009

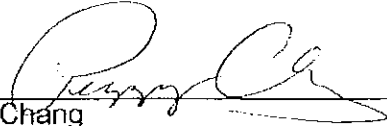
Brancart & Brancart



Liza Cristol-Deman  
Attorney for Plaintiffs and Third party  
Defendant

Dated: June 12, 2009

Buresh, Kaplan, Jang & Feller



Peggy Chang  
Attorney for Defendants and Third party  
Plaintiffs