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10 Attorneys for Plaintiff  
11 ROOSEVELT JOHNSON

12 \* *Defendants' counsel listed after the caption*

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

15 ROOSEVELT JOHNSON,

16 Plaintiff,

17 v.

18 SAN ANTONIO INN, INC.; TEH YU  
19 INTERNATIONAL INVESTMENT,  
20 INC.; ROBERT CHU; and DOES 1-10,  
21 Inclusive,

22 Defendants.

Case No. C12-01772 EJD

Civil Rights

**CONSENT DECREE AND  
[PROPOSED] ORDER AS TO  
INJUNCTIVE RELIEF ONLY**

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Attorneys for Defendants  
SAN ANTONIO INN, INC.;  
TEH YU INTERNATIONAL  
INVESTMENT, INC.; and ROBERT CHU

1. Plaintiff ROOSEVELT JOHNSON filed a Complaint in this action on  
April 10, 2012 to obtain recovery of damages for his discriminatory experiences,

CONSENT DECREE & ORDER  
AS TO INJUNCTIVE RELIEF ONLY

Case No. C12-1772 EJD

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1 denial of access, and denial of his civil rights, and to enforce provisions of the  
2 Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and  
3 California civil rights laws against Defendants SAN ANTONIO INN, INC.; TEH  
4 YU INTERNATIONAL INVESTMENT, INC.; and ROBERT CHU (all  
5 defendants sometimes referred to as "Defendants"), relating to the condition of  
6 Defendants' public accommodations as of November 12, 2011, and continuing.  
7 Plaintiff has alleged that Defendants violated Title III of the ADA and sections 51,  
8 52, 54, 54.1, 54.3, and 55 of the California Civil Code, and sections 19955 *et seq.*  
9 of the California Health & Safety Code by failing to provide full and equal access  
10 to their facilities at 2650 W. El Camino Real, Mountain View, California  
11 (sometimes "Subject Premises").  
12

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15 2. Plaintiff and Defendants (together sometimes the "Parties") hereby  
16 enter into this Consent Decree and Order for the purpose of resolving injunctive  
17 relief aspects of this lawsuit without the need for protracted litigation. By entering  
18 into this Consent Decree, Defendants deny all liability for any and all claims  
19 brought forth in Plaintiff's Complaint, and this Consent Decree should not be  
20 construed as an admission of liability. Issues of damages and attorneys' fees,  
21 costs, and expenses will be the subject of further negotiations and litigation if  
22 necessary.  
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1 **JURISDICTION:**

2 3. The Parties to this Consent Decree and Order agree that the Court has  
3 jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations  
4 of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.*  
5 and pursuant to supplemental jurisdiction for alleged violations of California  
6 Health & Safety Code sections 19955 *et seq.*; Title 24, California Code of  
7 Regulations; and California Civil Code sections 51, 52, 54, 54.1, 54.3, and 55.  
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10 4. In order to avoid the costs, expense, and uncertainty of protracted  
11 litigation, the Parties to this Consent Decree and Order agree to entry of this  
12 Consent Decree and Order to resolve all claims regarding injunctive relief raised in  
13 the Complaint filed with this Court. Accordingly, the Parties agree to the entry of  
14 this Order without trial or further adjudication of any issues of fact or law  
15 concerning Plaintiffs' claims for injunctive relief.  
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17  
18 WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate  
19 to the Court's entry of this Consent Decree and Order, which provide as follows:  
20

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22 **SETTLEMENT OF INJUNCTIVE RELIEF:**

23 5. This Order shall be a full, complete, and final disposition and  
24 settlement of Plaintiff's injunctive relief claims against Defendants that have arisen  
25 out of the subject Complaint.  
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1           6.     Subject to the terms and conditions set forth below, the Parties agree  
2 and stipulate that the corrective work will be performed in compliance with the  
3 standards and specifications for disabled access as set forth in the California Code  
4 of Regulations, Title 24-2, and Americans with Disabilities Act Accessibility  
5 Guidelines, unless other standards are specifically agreed to in this Consent Decree  
6 and Order.  
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9           a)     **Closing of Subject Premises:** Defendants represent that they  
10 will close the Subject Premises to the public on or before October 31, 2012.

11           b)     **Remedial Measures:** Defendants agree to complete the  
12 following work to create disabled access at the Subject Premises: (1) create one  
13 van-accessible handicapped parking stall in the area depicted in photographs A4  
14 and A6 of the draft report of Plaintiff's access consultant, Jonathan Adler, attached  
15 to and incorporated with this Consent Decree as **Attachment A**, insuring that the  
16 stall is adjacent to the path of travel to the check-in/lobby of the Subject Premises ;  
17 (2) put up signage in the check-in/lobby of the Subject Premises that specifically  
18 indicates that the hotel is not accessible to patrons with disabilities; (3) remove the  
19 device from the "push-side" of the door, as described in Item No. B1 in  
20 **Attachment A**; and (3) replace the thumb latch hardware with lever-style  
21 hardware or equivalent as described in Item No. B2 in **Attachment A**.  
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1 will be the subject of future negotiation or litigation as necessary. The Parties  
2 jointly stipulate and request that the Court not dismiss the case in its entirety as  
3 these issues remain unresolved.  
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6 **ENTIRE CONSENT DECREE AND ORDER:**

7 8. This Consent Decree and Order and **Attachment A** constitute the  
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9 entire agreement between the signing Parties and no other statement, promise, or  
10 agreement, either written or oral, made by any of the Parties or agents of any of the  
11 Parties that is not contained in this written Consent Decree and Order, shall be  
12 enforceable regarding the matters described herein.  
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15 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND**  
16 **SUCCESSORS IN INTEREST:**

17 9. This Consent Decree and Order shall be binding on Plaintiffs,  
18  
19 Defendants, and any successors-in-interest. Defendants have a duty to so notify all  
20 such successors-in-interest of the existence and terms of this Consent Decree and  
21 Order during the period of the Court's jurisdiction of this Consent Decree and  
22 Order.  
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1 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS**  
2 **TO INJUNCTIVE RELIEF ONLY:**

3 10. Each of the Parties to this Consent Decree and Order understands and  
4 agrees that there is a risk and possibility that, subsequent to the execution of this  
5 Consent Decree and Order, any or all of them will incur, suffer, or experience  
6 some further loss or damage with respect to the lawsuit that is unknown or  
7 unanticipated at the time this Consent Decree and Order is signed. Except for all  
8 obligations required in this Consent Decree and Order, the Parties intend that this  
9 Consent Decree and Order apply to all such further loss with respect to the lawsuit,  
10 except those caused by the Parties subsequent to the execution of this Consent  
11 Decree and Order. Therefore, except for all obligations required in this Consent  
12 Decree and Order, this Consent Decree and Order shall apply to and cover any and  
13 all claims, demands, actions, and causes of action by the Parties to this Consent  
14 Decree with respect to the lawsuit, whether the same are known, unknown, or  
15 hereafter discovered or ascertained, and the provisions of Section 1542 of the  
16 California Civil Code are hereby expressly waived. Section 1542 provides as  
17 follows:  
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23 **A GENERAL RELEASE DOES NOT EXTEND TO**  
24 **CLAIMS WHICH THE CREDITOR DOES NOT**  
25 **KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
26 **FAVOR AT THE TIME OF EXECUTING THE**  
27 **RELEASE, WHICH IF KNOWN BY HIM OR HER**  
28 **MUST HAVE MATERIALLY AFFECTED HIS**  
**SETTLEMENT WITH THE DEBTOR.**

1 This waiver applies to the injunctive relief aspects of this action only and does not  
2 include resolution of Plaintiff's claims for damages, attorneys' fees, litigation  
3 expenses, and costs.  
4

5 11. Except for all obligations required in this Consent Decree and Order –  
6 and exclusive of the referenced continuing claims for damages, attorneys' fees,  
7 litigation expenses, and costs – each of the Parties to this Consent Decree and  
8 Order, on behalf of each, their respective agents, representatives, predecessors,  
9 successors, heirs, partners, and assigns, releases and forever discharges each other  
10 Party and all officers, directors, shareholders, subsidiaries, joint venturers,  
11 stockholders, partners, parent companies, employees, agents, attorneys, insurance  
12 carriers, heirs, predecessors, and representatives of each other Party, from all  
13 claims, demands, actions, and causes of action of whatever kind or nature,  
14 presently known or unknown, arising out of or in any way connected with the  
15 lawsuit. Notwithstanding the foregoing, the Defendants do not waive or release,  
16 but instead explicitly preserve, their rights to seek contribution, apportionment,  
17 indemnification, and all other appropriate relief from each other in connection with  
18 this Lawsuit and settlement thereof.  
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25 **TERM OF THE CONSENT DECREE AND ORDER:**  
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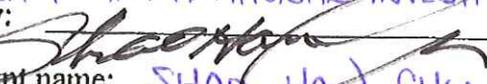
1 Dated: 9-13, 2012

PLAINTIFF ROOSEVELT JOHNSON

2  
3   
ROOSEVELT JOHNSON

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5 Dated: 9/27, 2012

6 DEFENDANT SAN ANTONIO INN, ~~INC.~~  
A FICTITIOUS BUSINESS NAME OF  
TEH YU INTERNATIONAL INVESTMENT, INC.

7 By:   
8 Print name: SHAO HAN CHU

9 Title: PRESIDENT, TEH YU INTERNATIONAL  
10 INVESTMENT, INC.

11 Dated: 9/27, 2012

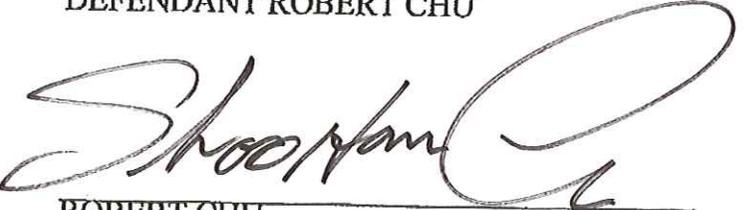
12 DEFENDANT TEH YU INTERNATIONAL  
INVESTMENT, INC.

13 By:   
14 Print name: SHAO HAN CHU

15 Title: PRESIDENT, TEH YU INTERNATIONAL  
16 INVESTMENT, INC.

17 Dated: 9/27, 2012

18 DEFENDANT ROBERT CHU

19   
20  
21 ROBERT CHU  
22 (SHAO HAN CHU)

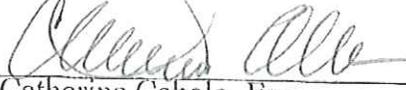
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APPROVED AS TO FORM:

DATED: 9/19, 2012

LAW OFFICES OF PAUL L. REIN

By:   
Catherine Cabalo, Esq.  
Attorneys for Plaintiff  
ROOSEVELT JOHNSON

DATED: 10/02, 2012

ABDALAH LAW OFFICES

By:   
Miriam Wen-Lebron, Esq.  
Attorneys for Defendants  
SAN ANTONIO INN, INC.; TEH YU  
INTERNATIONAL INVESTMENT, INC.; and  
ROBERT CHU

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**ORDER**

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

Dated: 2/5, 2012

  
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Honorable Edward J. Davila  
United States District Judge