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7 Attorneys for STEVE SCOTT AND SALLIE SCOTT, Plaintiffs

8 UNITED STATES DISTRICT COURT
 9
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 SAN JOSE DIVISION

13 STEVE SCOTT and SALLIE SCOTT,
 14 Plaintiffs,

15 vs.

16 PARADISE PARK MASONIC CLUB, INC.,
 17 a California corporation; STEVE POLIZZI, an
 18 individual; KURT LIKINS, an individual;
 19 FRANK HANSWELL, an individual;
 20 VERDIE POLIZZI, an individual; BILL
 21 ECKARD, an individual; BRUCE
 WILDENRADT, an individual; and DOES 1-
 10, Inclusive,

22 Defendants

Case No. 18-cv-2560-BLF

**CONSENT DECREE ~~[PROPOSED]~~
 ORDER**

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CONSENT DECREE AND [PROPOSE] ORDER

Handwritten signature and date 8/27/18

RECITALS

1 Plaintiffs STEVE SCOTT and SALLIE SCOTT ("Plaintiffs") filed a Complaint in this
2 action for injunctive and declaratory relief and damages against PARADISE PARK MASONIC
3 CLUB, INC., a California corporation; STEVE POLIZZI, an individual; KURT LIKINS, an
4 individual; FRANK HANSWELL, an individual; VERDIE POLIZZI, an individual; BILL
5 ECKARD, an individual; BRUCE WILDENRADT, an individual (collectively, "Defendants").
6 Plaintiffs have alleged that Defendant violated Title III of the Americans with Disabilities Act;
7 the Federal Fair Housing Act; sections 51, 52, 54, 54.1, and 54.3 of the California Civil Code;
8 and Cal. Gov. Code § 12955 *et. seq.*

9 Defendants deny any wrongdoing or liability. Plaintiffs and Defendants (collectively the
10 "Parties") have concluded that it is in their best interest to avoid protracted litigation and settle
11 all disputes, differences, and disagreements which exist between them arising out of this action.

12 WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the
13 Court's entry of this Consent Decree and Order, which provides as follows:

I. TERMS, JURISDICTION, AND DISMISSAL:

14 1. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of
15 this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with
16 Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and the Federal Fair Housing Act, 42
17 U.S.C. sections 3601 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of
18 California law. Venue is proper.

19 2. All claims resolved by this Consent Decree shall be dismissed with prejudice as to all
20 Defendants upon the entry of this Order. The Court shall retain jurisdiction of the Action,
21 however, during the duration of the Consent Decree, for the purposes of entering all orders that
22 may be necessary to implement the relief provided for herein, to determine damages and
23 attorneys' fees, costs, if any.

II. EQUITABLE RELIEF

24 3. On or before December 31, 2018, Plaintiffs shall vacate their property at 239 Temple
25 Lane, Santa Cruz, CA 95060 ("Subject Property").

26 4. On or before December 31, 2018, Plaintiff Sallie Scott shall surrender her Paradise
27 Park Masonic Club membership certificate to Defendant Paradise Park Masonic Club, Inc.
28 ("Club").



1 5. The Club will sell the Subject Property after securing two appraisals, their average plus
2 10% per the Club's bylaws. The Subject Property shall be sold on or before April 30, 2019.
3 Plaintiffs will receive full benefits of the sale of the Subject Property.

4 6. Plaintiffs need not and will not conduct any further repairs or construction to the
5 Subject Property.

6 7. Upon the sale of the Subject Property, receipt of Mrs. Scott's membership certificate
7 with written resignation, the Club will waive any and all outstanding fees, fines, and sanctions
8 against Plaintiffs after the sale of the Subject Property.

9 8. Thirty days after the sale of the Subject Property, the Club will dismiss with prejudice
10 the action entitled *Paradise Masonic Club Inc. v. Steve Scott, et al.*, Santa Cruz County Superior
11 Court, Case No. 16CV00935.

12 **III. DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND COSTS**

13 9. The Parties have reached a separate confidential settlement agreement regarding
14 Plaintiffs' claim for damages, attorneys' fees, litigation expenses, and costs.

15 **IV. ENTIRE CONSENT DECREE AND ORDER**

16 10. In addition to the April 10, 2014 and the August 24, 2018 Settlement Agreements
17 executed by Plaintiffs, this Consent Decree contains the entire agreement between the Parties
18 regarding all claims for relief, injunctive and any other equitable relief being asserted in this
19 action, and it supersedes all negotiations, representations, discussions understandings, contracts,
20 or agreements, with regard to any non-monetary settlement terms prior to the date of this Order.

21 **V. TERMINATION AND SATISFACTION**

22 11. This Consent Decree and Order shall be in full force and effect for a period of 18
23 months from the date of entry and the date of Court shall retain jurisdiction of this action to
24 enforce provisions of this Order during the aforementioned term.

25 **VI. SEVERABILITY**

26 12. If any term of this Consent Decree and Order is determined by any court to be
27 unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in full
28 force and effect.

VII. SEVERABILITY

13. All time lines set forth in this Consent Decree are subject to extension by mutual
agreement of the Parties, set forth in writing signed by the Parties or their counsel.

VIII. EXECUTION OF THIS CONSENT DECREE

1
2 14. This Consent Decree may be executed in counterpart signatures, and such
3 signatures may be attached in counterparts, each of which shall be deemed an original, and
4 which together shall constitute one and the same instrument. Such counterparts may be signed as
5 faxed signatures, which shall have the same force and effect as original signatures. The
6 undersigned hereby consent to the foregoing Consent Decree.

7
8 Date: 8/27/2018

By: [Signature]
STEVE SCOTT

9
10 Date: 8/27/2018

By: [Signature]
SALLIE SCOTT

11
12
13
14 Date: _____

PARADISE PARK MASONIC CLUB, INC.
By: _____
Title: _____

15
16
17 Approved as to form:

18
19 Date: 8/27/2018

By: [Signature]
IRENE KARBELASHVILI,
Attorney for Plaintiffs

20
21
22
23 Date: 8/28/2018

By: [Signature]
RAUFMAN DOLOWICZ
Attorney for Defendants

[Signature]
8/27/18

VIII. EXECUTION OF THIS CONSENT DECREE

1
2 14. This Consent Decree may be executed in counterpart signatures, and such
3 signatures may be attached in counterparts, each of which shall be deemed an original, and
4 which together shall constitute one and the same instrument. Such counterparts may be signed as
5 faxed signatures, which shall have the same force and effect as original signatures. The
6 undersigned hereby consent to the foregoing Consent Decree.

7
8 Date: _____

By: _____

9 STEVE SCOTT

10
11 Date: _____

By: _____

12 SALLIE SCOTT

13
14 Date: 8/28/2018

PARADISE PARK MASONIC CLUB, INC.

15 By: [Signature]

16 Title: PRESIDENT, PPMC

17 Approved as to form:

18
19 Date: _____

By: _____

20 IRENE KARBELASHVILI,

21 Attorney for Plaintiffs

22
23 Date: _____

By:

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25 _____
26 Attorney for Defendants

[Signature]
8/27/18

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~~PROPOSED~~ ORDER

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

Dated: _____

Ben Adam Freeman
United States District Judge

DAF
8/27/18