

F I L E D

Clerk of the Superior Court

OCT 16 2014

By: P. ASHWORTH, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DE ANZA COVE HOMEOWNERS
ASSOCIATION, INC., *et al.*,

Plaintiffs,

vs.

CITY OF SAN DIEGO, *et al.*,

Defendants.

CASE NO. GIC 821191

CLASS ACTION

Dept: C-66

Judge: Hon. Joel M. Pressman

AMENDED JUDGMENT

Complaint Filed: November 18, 2003

Trial Date: October 9, 2007

Plaintiff De Anza Cove Homeowners Association, Inc. ("Plaintiff") filed its Complaint against Defendant City of San Diego ("Defendant" or "the City") on November 18, 2003 (hereinafter the "Action") related to the mobilehome park located in De Anza Cove (formerly known as De Anza Harbor Resort), located at 2727 De Anza Road, San Diego, California, 92101 (the "Park").

On August 26, 2005, Plaintiff filed its Third Amended Complaint ("TAC"), alleging causes of action for: (1) violation of the Mobilehome Residency Law I (park closure & relocation); (2) violation of the Mello Act; (3) failure to discharge a mandatory duty; (4) inverse condemnation; (5) violation of the California Relocation Assistance Law; (6) violation of the California Constitution; (7) violation of the Mobilehome Residency Law II; (8) negligent

1 infliction of emotional distress; (9) intentional infliction of emotional distress; and (10) violation
2 of the Unfair Competition Law (Bus. & Prof. Code, §17200).

3 On December 20, 2005, the Court granted the City's demurrer to the TAC with leave to
4 amend as to (2) violation of the Mello Act (which was not amended) and without leave to amend
5 as to (4) inverse condemnation, (5) violation of the California Relocation Assistance Law, (6)
6 violation of the California Constitution, (8) negligent infliction of emotional distress, and (9)
7 intentional infliction of emotional distress. On February 20, 2006, the City answered the TAC.

8 On July 18, 2006, the parties agreed to sever the causes of action for (7) violation of the
9 Mobilehome Residency Law II; (8) negligent infliction of emotional distress; (9) intentional
10 infliction of emotional distress; and (10) violation of the Unfair Competition Law (Bus. & Prof.
11 Code, §17200) from the Action. As a result, the only remaining causes of action in the TAC as
12 against the City are: (1) violation of the Mobilehome Residency Law I (park closure &
13 relocation); and (3) failure to discharge a mandatory duty.

14 On April 20, 2007, the Court granted Plaintiff's motion for summary adjudication on
15 three issues: (a) "De Anza Cove is a mobilehome park and the Mobilehome Residency Law
16 (Civil Code §§ 798 et seq, Gov't Code §§ 65863.7-65863.8) applies in full to De Anza Cove and
17 the City of San Diego;" (2) "The City of San Diego is under a mandatory duty to comply with
18 the Mobilehome Residency Law, including but not limited to Civil Code §798.56(g)-(h) and
19 Gov't Code §65863.7 which regulate closure of De Anza Cove, the timing and content of notices
20 to residents, and tenant-impact-reporting and relocation assistance requirements;" and (3) "The
21 City violated the Mobilehome Residency Law, Civil Code §798.56(g)-(h) and Gov't Code
22 §65863.7 by failing to prepare a tenant impact report and serve lawful notices that complied with
23 the MRL's timing and content requirements."

24 On May 21, 2007, the Court declined to refer the matter to the City Council or other
25 legislative body to review the tenant impact report and determine the steps required to mitigate
26 the adverse impacts of Park closure pursuant to Government Code section 65863.7(e). Instead,
27 the Court ruled that it would serve the function of the legislature to review the report and
28 determine the required mitigation. The Court further ruled that no right to jury trial flowed from

1 the Court's discretionary determination of the amounts required to mitigate the economic
2 hardship of park closure, and therefore ordered the matter to proceed to bench trial.

3 On June 22, 2007, the Court approved the Notice of Class Action, and the Notice was
4 served on all known current and former homeowners and residents of the Park since 2003.

5 On or about October 9, 2007, the matter proceeded to bench trial to determine the
6 mitigation required to mitigate any adverse impact of the Park closure on the De Anza Cove
7 homeowners and residents, not to exceed the reasonable costs of relocation.

8 On May 21, 2008, the Court issued its Statement of Decision and Order After Statement
9 of Decision ("2008 SOD"). Therein, the Court ruled that the Relocation Standards and
10 Procedures of the San Diego Housing Commission as adopted by the City in 1995 (P.O.
11 300.401) applied to the closure of the Park. The Court also granted Plaintiff's prayer for
12 injunctive relief in its first cause of action in the TAC (violation of the Mobilehome Residency
13 Law I (park closure & relocation) and ordered the City to fully comply with the Mobilehome
14 Residency Law as set forth in its 2008 SOD, including the preparation of a Relocation Impact
15 Report ("RIR") to address the mitigation of the park residents' economic hardship resulting from
16 the closure of the park. The 2008 SOD further provided for the appointment of special master(s)
17 pursuant to Code of Civil Procedure section 639 and California Rules of Court rule 3.922 to
18 review the RIR and any other evidence relevant to the question of mitigation of economic
19 hardship of class members, and submit recommendation to the Court for hearing and decision.

20 On or about February 14, 2014, Court-appointed Special Master/Referee Thomas
21 Sharkey issued three final reports / recommendations to the Court: (1) "Report Re: (A) Rent
22 Differential and (B) Date Class Membership is Determined Re: Residents Evicted After
23 September 4, 2007;" (2) "Second Report Re: Multiple Issues Pertaining to Closure of De Anza
24 Cove Park;" and (3) Recommendation of Special Master that Court Grant Approval to (A)
25 Stipulation and Findings Re: Class Membership Eligibility and Certain Relocation Benefits and
26 Order Thereon ("Stipulation and Findings Re: Class Membership Eligibility"); (B) Order on
27 Class Member Status of Certain Signed Settlement Agreements and Evictions Based on
28 Evidence Presented at Trial" ("Order on Class Member Status").

1 In accordance with the agreed-upon briefing schedule, the parties' objections to the
2 Special Master's reports / recommendations were timely filed and presented to the Hon. Charles
3 R. Hayes (Ret.), Judge Presiding by Special Appointment. The Court issued a tentative ruling on
4 or about May 2, 2014 and took the matter under submission after hearing oral argument on May
5 6, 2014. On May 16, 2014, the Court requested additional briefing, which the parties timely
6 provided on May 23, 2014.

7 On May 30, 2014, the Court issued its Decision On Matter Under Submission ("2014
8 Decision"). Therein, the Court determined the steps to be taken by the City to mitigate the
9 adverse impacts of Park closure on the class members pursuant to Government Code section
10 65863.7:

11 A. The Court adopted the Relocation Standards and Procedures of the San
12 Diego Housing Commission, Policy 300.401 effective 1995 ("SDHC Policy"). In the case where
13 it is feasible to relocate the mobilehome, the homeowner shall be reimbursed the actual cost to
14 relocate the mobilehome within the ranges set forth in the SDHC Policy based on coach size
15 ("relocation allowance") and the additional amount of \$1,660 for any appurtenances
16 ("appurtenance allowance") with the relocation and appurtenance allowances adjusted for
17 changes in the Consumer Price Index, San Diego, All Items, All Urban Consumers. Where it is
18 not feasible to relocate the mobilehome, the homeowner shall be provided forty-eight (48)
19 months of rent differential (i.e., the difference between current space rent and rent for a
20 comparable apartment unit of a size appropriate to accommodate the displaced household), plus
21 moving expenses in the amount of \$1,660 ("moving allowance"), with the moving allowance
22 adjusted for changes in the Consumer Price Index, San Diego, All Items, All Urban Consumers.
23 Further, any homeowner that elects to sell his/her mobilehome to a third party shall retain any
24 and all proceeds from the sale of the mobilehome.

25 B. The Court adopted the following current comparable apartment rents for
26 the purposes of the rent differential: \$1,300 for mobilehome sizes 1 to 664.9 square feet; \$1,750
27 for mobilehome sizes 665 to 1059.9 square feet; \$2,600 for mobilehome sizes 1060 to 1379.9
28 square feet; \$3,395 for mobilehome sizes 1380 to 1629.9 square feet; and \$3,595 for

1 mobilehome sizes 1630 square feet and larger. For those homeowners that have already
2 voluntarily vacated the Park pre-judgment without entering into a settlement agreements, the
3 comparable apartment rents shall be determined as of the date they vacated the park, with the
4 historical comparable rents calculated by applying the Consumer Price Index, U.S. City Average,
5 All Items, All Urban Consumers to the current comparable apartment rents adopted by the Court.

6 C. Temporary lodging expenses for homeowners shall be determined based
7 on reasonable and verifiable lodging costs at the time of their relocation, on a case-by case basis
8 and in an amount not to exceed \$147 per night up to seven nights, for (a) owners of mobilehomes
9 that can be relocated, and (b) other mobilehome owners upon a showing of reasonable necessity
10 for temporary lodging.

11 D. Non-homeowner renters shall receive mitigation in the form of two (2)
12 months current comparable apartment unit rent, plus a personal property moving allowance of
13 \$1,660, with the moving allowance adjusted for changes in the Consumer Price Index, San
14 Diego, All Items, All Urban Consumers.

15 E. Those class members who have already voluntarily vacated the Park pre-
16 judgment shall also receive pre-judgment interest at the rate of seven (7) percent per annum on
17 expenses they have incurred for benefits to which they are entitled under the SDHC Policy. This
18 pre-judgment interest shall accrue from the date the class member vacated the Park.

19 F. All class members shall receive their monetary relocation benefit, as
20 applicable, on a lump sum basis.

21 On June 17, 2014, plaintiffs filed objections to the 2014 Decision. On July 10 and July
22 31, 2014, respectively, the City and plaintiffs each filed objections to the other side's proposed
23 judgment. The Court considered these three sets of objections, as well as oral argument thereon
24 heard August 8, 2014.

25 In the interim between signing the 2008 SOD and the 2014 Decision, Judge Hayes retired
26 but was specially assigned to this case. As of May 31, 2014, Judge Hayes became unavailable to
27 sign a judgment when his special assignment ended. On June 19, 2014, the case was assigned to
28 Hon. Joel M. Pressman. Taken together, the 2008 SOD and the 2014 Decision adequately

1 “explain the factual and legal basis for [the court’s] decision as to each of the principal
2 controverted issues at trial” (Code Civ. Proc., § 632). Consequently, Code of Civil Procedure
3 section 635 authorizes Judge Pressman to sign this formal judgment conforming to the 2008
4 SOD and the 2014 Decision.

5 Plaintiff, individually and as class representative of all others similarly situated, was
6 represented by Class Counsel Timothy Tatro, Esq., and Peter Zamoyski, Esq., of Tatro &
7 Zamoyski, LLP, and Vincent J. Bartolotta, Jr., Esq., and Karen Frostrom, Esq., of Thorsnes,
8 Bartolotta & McGuire. Defendant was represented by William Rathbone, Esq., and Timothy
9 Branson, Esq., of Gordon & Rees LLP, and by John Riley, Esq., and Donald Worley, Esq. of the
10 Office of the City Attorney of the City of San Diego.

11 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as
12 follows:

13 **CLASS MEMBERS**

14 1. Pursuant to California Rules of Court, Rule 3.771(a), the following persons are
15 members of the class (“Plaintiff Class Members”), except for (1) those persons who opted out of
16 the Action as specified in the Notice Administrator’s declaration on file with the Court, (2) those
17 persons who have been identified as excluded or ineligible for benefits in the Stipulation And
18 Findings Re: Class Membership Eligibility And Certain Relocation Benefits; And Order Thereon
19 (signed by Judge Hayes on Feb. 14, 2014) (“Stipulation And Order”), and/or (3) those persons
20 who have been identified as excluded or ineligible for benefits in the Order on Class Member
21 Status of Certain Signed Settlement Agreements and Evictions Based on Evidence Presented at
22 Trial:

23 Plaintiff Class Members include all persons who, on October 22, 2003, were
24 homeowners and/or residents of the mobilehome park now known as Mission
25 Bay Park and formerly known as De Anza Harbor Resort, located at 2727 De
26 Anza Road, San Diego, California (Park), and currently remain homeowners
27 and/or residents, or are heirs of homeowners or residents and who have not
28 entered into settlement agreements, and former homeowners or residents and
their heirs who resided at the Park on October 22, 2003 and voluntarily vacated
the premises without entering into a settlement agreement. However,
homeowners and/or residents who were members of the Class as of September 4,

1 2007 but were later evicted or involuntarily vacated the Park remain eligible
2 Plaintiff Class Members.

3 **MITIGATION REQUIRED TO CLOSE THE PARK**

4 2. Pursuant to Government Code section 65863.7(e), and in accordance with the
5 2008 SOD and the 2014 Decision, Defendant is required to pay to each Plaintiff Class Member,
6 as a condition to closing the Park and to mitigate the adverse impacts of park closure, (a) the
7 “Home Benefit Amount” set forth at page 10 of the Stipulation And Order, (b) the amount due
8 under paragraphs A and B, *supra*, or (c) the amount due under paragraph D, *supra*.

9 3. Within five court days of entry of this judgment, Defendant and Class Counsel
10 shall create a mutually agreed upon Plaintiff Class Member Compensation Spreadsheet
11 (“Compensation Spreadsheet”) which shall set forth the specific amount of mitigation to be paid
12 to each Plaintiff Class Member under (a), (b) or (c) above. If, after the five court days have
13 elapsed, counsel have not agreed upon a Compensation Spreadsheet, OPC shall forthwith create
14 the Compensation Spreadsheet.

15 4. The amounts set forth in the Compensation Spreadsheet shall, for those Plaintiff
16 Class Members who have already voluntarily vacated the Park pre-judgment (“Vacated Class
17 Members”), include pre-judgment interest from the date the Vacated Class Member vacated the
18 Park until the date of entry of judgment at the rate of seven (7) percent per annum.

19 5. In addition to amounts specified in Paragraphs 2, 3 and 4, Defendant shall bear
20 the cost of any temporary lodging payments for (a) those Plaintiff Class Members with
21 mobilehomes in the Park that will be relocated, or (b) those Plaintiff Class Members that show a
22 reasonable necessity for temporary lodging. The amount of the lodging payment is to be
23 determined on a case-by-case basis by Overland Pacific & Cutler (“OPC”) and the affected
24 Plaintiff Class Member based on reasonable and verifiable lodging costs at the time of their
25 move, not to exceed \$147 per night for up to seven (7) nights.

26 6. Defendant shall offer to each Plaintiff Class Member the services of a relocation
27 consultant/coordinator to (1) explain benefits and issues related to the closure of the Park; (2)
28 identify replacement housing, (3) coordinate moving arrangements, (4) identify disabled-

1 accessible accommodations and coordinate the relocation of any disabled Plaintiff Class
2 Members and/or any necessary disability modifications, as applicable, and (5) other individual
3 relocation assistance that may be required on a case-by-case basis. OPC is appointed the Park
4 relocation consultant and coordinator. Defendant shall bear the sole responsibility for and pay
5 the costs and expenses of OPC and/or other relocation consultant(s) or vendor(s) as deemed
6 necessary at the discretion of OPC.

7 7. Defendant shall bear the reasonable cost of any reasonable disability or other
8 access modifications for Plaintiff Class Members at their new residences, provided that (a) the
9 modifications are part of the Plaintiff Class Member's mobilehome at the time of entry of this
10 Judgment and (b) the owner of the apartment unit would be required to make such modifications
11 at the request and expense of the resident pursuant to the Fair Housing Act. Defendant has no
12 responsibility to pay for modifications to an apartment unit that are the responsibility of the
13 owner of the apartment unit.

14 8. In accordance with the orders of the Court that this Action is to determine the
15 discretionary steps necessary to mitigate the adverse impacts of Park closure, Defendant shall
16 have no obligation, prior to its service of a notice of Park closure pursuant to Paragraph 9, to
17 fund, pay for, or otherwise provide the mitigation specified in Paragraphs 2 through 7.

18 **NOTICE OF PARK CLOSURE AND CLAIM PROCEDURES**

19 9. Subject to any stay pending appeal, Defendant shall within ninety (90) days of entry of
20 this judgment serve a twelve (12) month notice of Park closure on all homeowners and residents
21 in the Park pursuant to Civil Code section 798.56(g)(2) ("Twelve-Month Notice"). The Twelve-
22 Month Notice shall establish the date for all homeowners and residents to vacate the park and for
23 the final and complete removal of all homes from the Park ("Date of Park Closure"). The
24 Twelve-Month Notice shall be accompanied by: (a) OPC's Final Relocation Impact Report
25 ("Final RIR"), pursuant to Civil Code section 798.56(h) and Government Code section 65863.7;
26 (b) the 2008 SOD; (c) the 2014 Decision; and (d) a blank Termination of Tenancy Agreement.
27 Defendant and Park management shall coordinate service of the Twelve-Month Notice and

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1 accompanying documents on all homeowners and residents in the Park by Courier and U.S.
2 Certified Mail, Return Receipt Requested.

3 10. On the date of issuance of the Twelve-Month Notice, Defendant shall fund the
4 mitigation for Vacated Class Members as specified in Paragraphs 3 and 4 into a trust account
5 with a financial institution of Defendant's own choosing, in Defendant's own name and under its
6 control, for the purpose of paying the mitigation to the Plaintiff Class Members (the "Relocation
7 Fund"). At that time, Defendant will also deposit the additional amount of \$500,000 into the
8 Relocation Fund to cover the cost of any lodging expenses, handicap access modifications, or
9 other relocation-related expenses incurred by Defendant or OPC during the park closure process.
10 Thereafter, Defendant shall provide Plaintiffs' Class Counsel with a quarterly accounting of the
11 disbursements from the Relocation Fund.

12 11. On the date of issuance of the Twelve-Month Notice, De Anza Cove Notice
13 Administrator Gilardi & Co. shall separately mail claim forms and instructions, jointly prepared
14 by Defendant and Class Counsel, to all Plaintiff Class Members. Defendant shall also coordinate
15 with Class Counsel regarding the scheduling of an onsite, informational meeting for Plaintiff
16 Class Members with representatives of OPC.

17 12. After the issuance of the Twelve-Month Notice, payments shall be issued to
18 Plaintiff Class Members, on a household-by-household lump sum basis, provided that the
19 Plaintiffs Class Member (a) is a Vacated Class Member so identified in the Compensation
20 Spreadsheet and has submitted a valid claim pursuant to Paragraph 13, or (b) since the filing of
21 the Judgment and/or after the issuance of the Twelve-Month Notice, the Plaintiff Class Member
22 has (i) provided Defendant or OPC with a minimum of sixty (60) days-notice of his or her intent
23 to vacate the Park, unless otherwise agreed by Defendant, (ii) executed a termination of tenancy
24 agreement, (iii) vacated the Park, and (iv) submitted a valid claim pursuant to Paragraph 13.
25 "Vacate" or "vacated" means that he/she has paid any and all outstanding rent and utilities, and
26 either (1) physically moved him or herself, any and all occupants, his/her mobilehome,
27 appurtenances and personal property from the Park or (2) physically moved him or herself, any
28 and all occupants, and personal property from the Park, and conveyed free and clear title to

1 his/her mobilehome and appurtenances to Defendant. The lump-sum payment under (b), *supra*,
2 shall be paid one-half on the 30th day after provision of the 60-day notice of intent to vacate, and
3 the remainder within two court days after the Plaintiff Class Member vacates the Park. (If the
4 Plaintiff Class Member vacates on or before the 30th day, payment shall be in full.)

5 13. OPC shall be responsible for the administration of claims according to the
6 following general procedure, subject to the discretion of OPC on case-by-case basis:

7 A. With the assistance of OPC, Plaintiff Class Members will submit claims
8 forms signed under penalty of perjury and provide all necessary documentation to substantiate
9 their eligibility for relocation benefits in this Action, including but not limited to proof of
10 mobilehome ownership and/or residency in the park on October 22, 2003, and if applicable,
11 proof of status as heirs, beneficiaries and/or trustees.

12 B. OPC will submit all signed claims and supporting documentation to
13 Defendant for review and approval of the claim for processing of payment. As needed,
14 Defendant will request additional information and/or meet and confer with Class Counsel to
15 resolve any issues. Defendant will also timely notify Class Counsel of any claim denials.

16 C. Upon confirmation by park management that the Plaintiff Class Member
17 has vacated the Park as required by Paragraph 11, OPC will issue a check to the Plaintiff Class
18 Member and make the check available for pick up at their offices or the Park management office,
19 deliver personally, or deliver by mail, at the option of the Plaintiff Class Member.

20 D. Receipts of payments shall be obtained and maintained by OPC in the
21 relocation case file.

22 14. Plaintiff Class Members may choose to terminate his/her/their tenancy and vacate
23 the Park at any time up to and including the Date of Park Closure. After the issuance of the
24 Twelve-Month Notice, Plaintiff Class Members still living in the Park will remain obligated to
25 pay monthly space rent and utilities. Once the Plaintiff Class Member vacates the Park, no
26 further rent or utility payments will be due.

27 15. If a Plaintiff Class Member elects to physically relocate or otherwise arrange for
28 the removal of his/her mobilehome and appurtenances from the Park, the Plaintiff Class Member

1 shall bear the cost and responsibility of such relocation and/or removal of the mobilehome from
2 the Park and any such expenses are deemed compensated by the amounts stated in the
3 Compensation Spreadsheet. If a vacating Plaintiff Class Member elects to convey free and clear
4 title to his/her mobilehome to Defendant, Defendant shall bear the sole cost and responsibility of
5 removing the mobilehome from the park. Transfer of title to Defendant does not constitute a sale
6 or purchase of the mobilehome for value, nor shall the City be required to purchase mobilehomes
7 from Plaintiff Class Members. Further, any such title transfers to Defendant are deemed to the
8 complete abandonment of any and all rights, title or interest in the mobilehome, its
9 appurtenances, and any personal property left in the mobilehome.

10 16. Plaintiff Class Members shall be prohibited from transferring their rights to
11 relocation benefits, and Defendant shall have no obligation to pay mitigation or provide
12 relocation assistance to persons or entities that purchased mobilehomes from Plaintiff Class
13 Members after October 22, 2003. Defendant shall also have no obligation to facilitate or
14 otherwise assist with the sale of mobilehomes to third parties or the removal of such
15 mobilehomes from the Park, or be responsible for any costs incurred related to same.

16 17. Any remaining balance in the Relocation Fund sixty (60) days after expiration of
17 the Twelve Month Notice period shall be retained by Defendant, including any relocation
18 compensation unclaimed by Plaintiff Class Members identified in the Compensation Spreadsheet
19 on or before the Date of Park Closure.

20 18. Defendant shall have no obligation under this Judgment to pay mitigation or
21 otherwise provide relocation assistance to park homeowners and/or residents that are not Plaintiff
22 Class Members as defined in Paragraph 1 because they are not within the jurisdiction of this
23 class action. Non class-members have not waived their potential claims and may be eligible to
24 have their claims addressed in a separate legal action on an individual basis. All Plaintiff Class
25 Member homeowners and residents that continue to occupy spaces and/or reside in the Park on
26 or after the date of issuance of the Twelve-Month shall be required to vacate the Park on or
27 before the Date of Park Closure.

28 19. Any Plaintiff Class Member or other homeowner or resident that fails to fully

1 vacate the Park on or before the Date of Park Closure shall be subject to legal action for
2 ejectment or unlawful detainer without leave of Court.

3 **PERMANENT INJUNCTION**

4 20. Defendant and its employees, agents and anyone acting on behalf of the
5 Defendant are hereby permanently enjoined and restrained from engaging in any of the following
6 actions or conduct:

7 A. Closing the Park without fully complying with the directives of the Court
8 as set forth in the 2008 SOD, the 2014 Decision, and the terms of this Judgment.

9 B. Commencing or enforcing any unlawful detainer proceedings or any other
10 legal actions seeking either damages or equitable relief against any current homeowner, resident,
11 or subtenant of the Park without first obtaining leave of Court, except as provided in Paragraph
12 18.

13 D. Changing park operations, practices, procedures, rules or regulations of
14 the Park that existed at the Park on and prior to November 20, 2003, including the Rules and
15 Regulations De Anza Harbor Resort dated July 14, 1997 ("Rules"), except as stipulated in
16 writing by the parties and/or approved by the Court.

17 E. Interfering with the subleasing rights of the homeowners, tenants, or
18 residents in the Park, in accordance with the Rules, section VIII ("Subleasing/Subletting"),
19 except that no new subtenants shall be permitted after the issuance of the Twelve-Month Notice.
20 Further, no new subtenants shall be permitted to enter the Park prior to the issuance of the
21 Twelve-Month Notice unless they execute a written waiver of any and all rights to relocation
22 assistance or benefits arising from the lease of a mobilehome. The waiver shall be in the form of
23 an executed Waiver of Rights & Acknowledgment form which may be obtained from Park
24 management, and all executed waiver forms shall be maintained by Park management.

25 F. Initiating communications directly with any past or current homeowners,
26 residents, or subtenants regarding the Action, release agreements, or settlements.

27 G. Discontinuing or diminishing any current services to the Park residents or
28 to close down any common areas including the Bay Club, the Pavilion, laundry facilities,

1 common area parking lots, walking paths, swimming pool, or other commonly used facilities,
2 buildings, or structures.

3 H. Interfering with the quiet enjoyment of the homeowners, residents, and
4 subtenants in the Park.

5 I. Exigent circumstances, including jeopardy of life or limb, imminent
6 injury or grave danger, shall excuse compliance with the terms of this Paragraph 19.

7 21. Defendant shall be allowed to continue to accept and expend monthly rent and
8 other charges from current homeowners and residents of the Park until the Date of Park
9 Closure. Further, the terms of Paragraph 19 are not intended to freeze Park rents and Defendant
10 shall be allowed to seek rent increases in accordance with the Mobilehome Residency Law.
11 Increases in space rents, if any, shall not affect the mitigation to be paid to Plaintiff Class
12 Members pursuant to the terms of this Judgment.

13 22. Defendant shall maintain and post copies of the Rules and this Judgment in a
14 prominent common area of the Park management office and make copies available for current
15 homeowners and residents upon request.

16 **STATUTORY PENALTIES**

17 23. Plaintiffs' claim for statutory penalties pursuant to section 798.86 is denied
18 because the City is immune from these penalties under Government Code section 818.

19 **RETENTION OF JURISDICTION**

20 24. The Court shall retain jurisdiction for the purpose of enabling any party to this
21 Judgment to apply to the Court for such further orders and directions as may be necessary and
22 appropriate for the construction, carrying out, or enforcement of this Judgment and the
23 Permanent Injunction, in accordance with California law, including Code of Civil Procedure
24 section 664.6. Further, pursuant to the Court's Order After Statement of Decision, Special
25 Master/Referee Thomas Sharkey (or such other special master/referee to be appointed by the
26 Court, as necessary) shall be responsible for overseeing the implementation of the closure of the
27 park following the issuance of the Twelve-Month Notice, preparing periodic reports to the Court
28 as needed, and providing the Court with recommendations and any proposed order(s) necessary

1 to implementing the closure of the park.

2 25. Prior to the filing of any application, motion, or suit related to the Judgment, the
3 parties shall commence a meet and confer process in writing and negotiate in good faith in an
4 effort to resolve any dispute arising from or related to the Judgment without intervention by the
5 Special Master/Referee and/or the Court. If the parties are unable to resolve their dispute after
6 meet and confer discussions, any party may seek a resolution of that dispute by the Court.

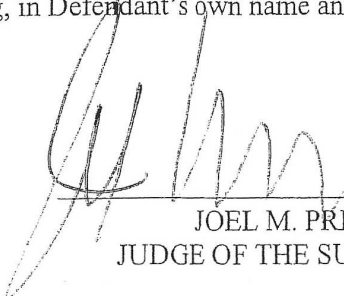
7 **NOTICE OF ENTRY OF JUDGMENT**

8 26. Within thirty (30) calendar days of the filing of the Notice of Entry of Judgment,
9 the De Anza Cove Notice Administrator Gilardi & Co. shall (a) serve Notice of Entry of
10 Judgment on the Plaintiff Class Members identified in Exhibit A by First-Class U.S. Mail, which
11 will be comprised of a summary notice jointly prepared and approved by the parties and a court-
12 endorsed copy of the Notice of Entry of Judgment (Cal. Rules of Ct., Rule 3.771(b)), and (b)
13 establish an internet website or webpage(s) on its own website that includes, but is not limited to,
14 the publishing of the Notice of Entry of Judgment. Copies of the Notice of Entry of Judgment
15 shall also be kept by Defendant at the Park's management office available for any homeowner or
16 tenant at all times through and until the complete removal of all mobilehomes from the Park.

17 **ATTORNEYS' FEES AND COSTS**

18 27. Plaintiff is awarded attorneys' fees in the amount of \$ _____ and costs in the
19 amount of \$ _____, to be interlineated into the Judgment by cost memorandum and/or
20 noticed motion. Said award fees and costs shall be deposited into a trust account with a financial
21 institution of Defendant's own choosing, in Defendant's own name and under its control.

22
23
24 Dated: 10/14/17


25 JOEL M. PRESSMAN
26 JUDGE OF THE SUPERIOR COURT
27
28