

## **SETTLEMENT AGREEMENT**

This settlement agreement (“Settlement Agreement”) is intended to conclude the litigation entitled *California Department of Housing and Community Development v. Robert Family Development Center, Derrell K. Roberts, and Tina Roberts*, Sacramento County Superior Court Case No. 34-2017-00220474-CU-BC-GDS. This Settlement Agreement is entered into by and between California Department of Housing and Community Development (“HCD”) or (“Plaintiff”) on the one hand, and Roberts Family Development Center (“RFDC”), a California corporation, Derrell K. Roberts and Tina Roberts (both hereinafter “Roberts,” and RFDC and Roberts sometimes collectively referred to herein as the “RFDC Parties” or “Defendants”) on the other hand. HCD and the RFDC Parties shall be referred to collectively hereafter as the “Parties.” The Effective Date shall be the date of the last signature on this Settlement Agreement.

### **RECITALS**

A. WHEREAS, in August, 2014, the Parties entered into contract Nos. 13-OMS-980 (RD) and 13-OMS-980 related to the operation and management of Migrant Housing Centers known as Harney Lane and Artesi II/III, which contracts were amended in October, 2015 with expiration dates of December 31, 2015. The contracts and the amendments thereto shall sometimes collectively be referred to as “the Contracts;” and

B. WHEREAS, HCD contends that RFDC and Roberts breached their obligations under the Contracts and committed wrongdoing in various ways relating to the operation and management of the Migrant Housing Centers; and

C. WHEREAS, RFDC and Roberts contend that HCD breached its obligations under the Contracts and committed wrongdoing in various ways relating to the operation and management of the Migrant Housing Centers; and

D. WHEREAS, on or about October 11, 2017, HCD filed a complaint against RFDC and Roberts in the Superior Court of California in and for the County of Sacramento, Case No. 34-2017-00220474-CU-BC-GDS (“Action”); and

E. WHEREAS, Defendants and Plaintiff have denied all liability, and Bona fide disputes and controversies exist between Plaintiff and Defendants as to liability for all claims including derivative claims, damages, and the amount thereof, and by reason of such disputes

and controversies, Plaintiff and Defendants desire to fully compromise and settle their disputes and claims relating to the Contracts and the operation and management of the Migrant Housing Centers, including without limitation, any alleged misappropriation and/or commingling or use of funds, and in this regard, Plaintiff and Defendants have agreed to settle, disposing of any and all claims, known or unknown, foreseen or unforeseen, matured or unmatured, developed or undeveloped, discoverable or undiscoverable, fixed or contingent, liquidated or unliquidated, which exist or may exist as of the effective date of the Agreement. Nothing in this Settlement Agreement shall be construed as an admission of liability by RFDC, Roberts, or HCD or as a waiver of any of the defenses or arguments that were raised or could have been raised by RFDC, Roberts, or HCD in the Action; and

F. WHEREAS, the Parties to this Settlement Agreement desire to memorialize the terms of the settlement which has been reached between them, deeming such settlement to be in their respective best interests.

G. WHEREAS, this Settlement Agreement requires Defendants to pay HCD \$400,000 in damages;

H. WHEREAS, the Parties wish for the Court to retain jurisdiction over this litigation until the Defendants have paid HCD the full amount owed under this Settlement Agreement;

NOW THEREFORE, for and in consideration of the recitals set forth above, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **AGREEMENT**

NOW, THEREFORE, the parties mutually agree as follows:

All of the above recitals are incorporated by reference as terms of this Settlement Agreement.

1. **Summary and Description of Payments to be Made.** As set forth herein, RFDC and Roberts and each of them, jointly and severally agree to make payment to "Department of Housing and Community Development" in the total amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) (the "Total Settlement Amount"). Such

payment shall be in installments in the following amounts, and each such installment payment is to be received by check in full no later than 5:00 p.m. PST on the specified due dates:

\$100,000 to be paid on or before August 20, 2019;

Forty (40) payments of \$7500.000 to be paid monthly on or before the 1st day of each month until finally paid. See attached Exhibit "1" which includes a schedule of all payments to be made under this Settlement Agreement.

Checks are to be mailed to:

Department of Housing and Community Development  
Administration and Management Division  
Accounting Office Branch, Cashier  
P.O. Box 952050  
Sacramento, CA 94252-2050

Check must be accompanied by a remittance advice that includes the following: "RFDC OMS Settlement", "Deposit to Account No. 4173500-82841/JS0927", and list the amount of the check.

2. **Default in Payments.** In the event that any payment specified in paragraph 1 is not received in full by the stated date and time (or in the event payment is disallowed or returned from the bank or other financial institution for insufficient funds or otherwise) a default will have deemed to have occurred and HCD shall be entitled to Judgment against RFDC and Derrell K. Roberts and Tina Roberts, and each of them, as set forth below. In the event of a default, there shall be an acceleration of the entire remaining indebtedness. For the purposes of this Settlement Agreement and Judgment, the accelerated amount due upon a default shall be the amount of the entire outstanding indebtedness. Judgment shall be in the sum of the accelerated remaining indebtedness. Each party (RFDC, Derrell K. Roberts and Tina Roberts) is jointly and severally liable for the entirety of any Judgment.

3. **Judgment Procedures.** Concurrent with this Settlement Agreement, HCD and the Defendants shall execute a Stipulated Judgment ("Stipulated Judgment" or

“Judgment”), a true and correct copy of which is attached as **Exhibit 2**. HCD agrees not to file the Stipulated Judgment with the Court unless Defendants have breached the terms of this Settlement Agreement. The Parties agree that HCD shall be entitled to have Judgment entered following a breach of this Settlement Agreement, and that no objection shall be made to the entry of such Stipulated Judgment save and except a factual showing that payment has actually been made. The Parties intend that this be a stipulated judgment, that it is fully enforceable pursuant to, inter alia, Code of Civil Procedure § 664.6, and that Judgment shall be entered following a default. HCD shall be entitled to an award of reasonable attorneys' fees and costs incurred in entering and in thereafter enforcing the Judgment.

(a) HCD shall give at least ten (10) calendar days' notice of any request to the Court to enter a Judgment via e-mail notice to the RFDC and Roberts and to their attorney Melinda Guzman at all of the following email addresses:

Derrell Roberts: [robertsfdc@aol.com](mailto:robertsfdc@aol.com)

Tina Roberts: [tzbroberts@aol.com](mailto:tzbroberts@aol.com)

Melinda Guzman, Esq.: [mguzman@theguzmanfirm.com](mailto:mguzman@theguzmanfirm.com)

Defendants and Melinda Guzman may change their email addresses at any time by emailing notice of such change to HCD at all of the following email addresses:

HCD Attorney Brad Sutton: [Bradley.Sutton@HCD.ca.gov](mailto:Bradley.Sutton@HCD.ca.gov)

HCD Attorney Monica Jimenez: [Monica.Jimenez@HCD.ca.gov](mailto:Monica.Jimenez@HCD.ca.gov)

HCD Attorney Jennifer Anderson: [Jennifer.Anderson@HCD.ca.gov](mailto:Jennifer.Anderson@HCD.ca.gov)

HCD Legal Office: [LADHelpDesk@HCD.ca.gov](mailto:LADHelpDesk@HCD.ca.gov)

DAG Erica Lee: [Erica.Lee@doj.ca.gov](mailto:Erica.Lee@doj.ca.gov)

DAG Hallie Kutak: [Hallie.Kutak@doj.ca.gov](mailto:Hallie.Kutak@doj.ca.gov)

HCD and its attorneys may change their email addresses at anytime by emailing notice of such change to Defendants and Melinda Guzman at the above email addresses.

HCD will have no obligation to take any affirmative steps to locate a Defendant or determine new contact information if that Defendant changes its mail or email address without notifying HCD.

This ten (10) days' notice may also be referred to as the "cure period" during which time RFDC or Roberts may cure the default to avoid a judgment being entered as called for under this Settlement Agreement. In order to cure default, RFDC or Roberts must pay a 5% late fee in addition to the amount owed. If Defendants fail to cure such default, HCD may file the Stipulated Judgment and enforce this Settlement Agreement without further notice.

(b) An order entering the Stipulation for Judgment against Defendants (or any of them) may be obtained by HCD through an *ex parte* application, and need not be obtained through noticed motion. Defendants' default under the Settlement Agreement, the amount owing under the Settlement Agreement, the amount of any attorneys' fees and costs incurred in enforcing the Settlement Agreement, and any other relevant facts or circumstances may be proven by declaration, including by declaration of HCD's counsel.

(c) Any judgment entered in accordance with the terms of this Settlement Agreement may be rendered and entered by a judge or any court commissioner. Judgment shall be entered against Defendants and become final for all purposes upon entry of judgment for the Judgment Amount.

(d) By entering into and executing this Settlement Agreement, Defendants consent to the exercise of the jurisdiction of the Sacramento County Superior Court with respect to any proceedings contemplated herein and consent to the jurisdiction of said court to issue any orders or judgments, or to take any other action with respect to the proceedings herein.

(e) Defendants, and each of them, hereby agree to toll any and all applicable statutes of limitations, and to waive any other time-based defenses, including any under Code of Civil Procedure Section 583.310, to the filing of the Stipulated Judgment, until the Total Settlement Amount has been paid in full to HCD.

(f) Defendants, and each of them, waive the right to appeal from entry of judgment and hereby waive all rights to trial and trial by jury, all rights to seek to have such

judgment vacated, set aside, reconsidered, or modified on any basis, all rights to a new trial, and all rights to appeal from such judgment or otherwise to seek appellate review or collateral attack of such judgment, except with respect to any clerical errors relating to the amount of the judgment.

4. **Retention of Jurisdiction.** Concurrent with this Settlement Agreement, HCD and the Defendants shall execute a Stipulation of Settlement. Pursuant to Code of Civil Procedure section 664.6, the Parties request and agree in the Stipulation of Settlement that the Sacramento Superior Court shall dismiss this case with prejudice but retain jurisdiction over the Parties to enforce this Settlement Agreement until the Parties have fully performed their obligations in accordance with the terms of the Settlement Agreement.

5. **Disposition of Action.** Within five (5) business days of the Effective Date, HCD shall file the Stipulation of Settlement, and any other document required by the court, to dismiss the complaint in the Action with prejudice. Each Party shall bear their own costs and attorneys' fees (i.e., no party will be a "prevailing party"). In the event RFDC or Roberts must file a motion to compel filing of the dismissal with prejudice, they may be entitled to recover reasonable attorneys' fees and costs in seeking that dismissal.

6. **General Release of Claims by The RFDC and Roberts Parties.** In exchange for the consideration referenced herein, the RFDC and Roberts Parties, and each of them, on behalf of themselves and, to the maximum extent permitted by law, any and all past and/or present directors, officers, employees, executives, members, shareholders, parent entities, subsidiaries, affiliates, related entities, successors, representatives, insurers, agents, spouses, heirs, assigns, assignees and/or attorneys, and each of them, hereby generally release and discharge HCD and each of its respective past and/or present directors, officers, employees, executives, members, shareholders, parent entities, subsidiaries, affiliates, related entities, successors, representatives, insurers, agents, spouses, heirs, assigns, assignees and/or attorneys, from any and all claims, demands, obligations, losses, actions, causes of action, costs, expenses, attorneys' fees and liabilities of any nature whatsoever which they have, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether known or unknown, including but not limited to those claims which relate to, arise

from, or are in any manner connected to the Action. Notwithstanding the foregoing, this release does not encompass any claims and remedies related to the obligations, promises, warranties and covenants under this Settlement Agreement.

7. **General Release of Claims by HCD.** In exchange for the consideration referenced herein, HCD, on behalf of itself and, to the maximum extent permitted by law, any and all past and/or present directors, officers, employees, executives, members, shareholders, parent entities, subsidiaries, affiliates, related entities, successors, representatives, insurers, agents, assigns, spouses, heirs, assignees and/or attorneys, and each of them, hereby generally release and discharge Defendants, and each of their respective past and/or present directors, officers, employees, executives, members, shareholders, parent entities, subsidiaries, affiliates, related entities, successors, representatives, insurers, agents, spouses, heirs, assigns, assignees and/or attorneys, from any and all claims, demands, obligations, losses, actions, causes of action, costs, expenses, attorneys' fees and liabilities of any nature whatsoever which they have, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether known or unknown, including but not limited to those claims which relate to, arise from, or are in any manner connected to the Action. Notwithstanding the foregoing, this release does not encompass any claims and remedies related to the obligations, promises, warranties and covenants under this Settlement Agreement.

8. **Waiver of California Civil Code Section 1542.** The Parties, and each of them, having been informed of and having read the provisions of California Civil Code § 1542, knowingly and intentionally waive any protection afforded to them by Civil Code § 1542. Such section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Pursuant to the terms hereof, this Settlement Agreement is intended to generally release all claims or possible claims, whether the same are known, unknown or hereafter discovered or ascertained, and the Parties hereby expressly waive the provisions of § 1542 of the California Civil Code and any applicable other state or federal counterpart to such section. The Parties expressly acknowledge that they have had the opportunity to be advised by counsel of the contents and effect of such section, and with such knowledge they hereby expressly waive whatever benefits they may have pursuant to such section. This waiver and the releases above do not release claims which arise hereafter, or effect the obligations in the Settlement Agreement or otherwise. The Parties further acknowledge the risk that they may later discover facts which, had such facts been known, would have impacted such settlement, but that notwithstanding such risk and possibility that the Parties wish to execute the general releases and waivers in this Settlement Agreement.

9. **Covenants Not To Sue.** The Parties covenant not to sue any other of the Parties pursuant to the General Releases in paragraph 6 and 7 of this Settlement Agreement.

10. **Representations, Covenants and Warranties.** Each of the Parties to this Settlement Agreement represents, warrants and agrees as follows:

(a) No Party (nor any agent, representative, or attorney of or for any party) has assigned or conveyed to any individual or entity by any means any of its alleged claims, causes of action or rights which are related in any way to the matters encompassed in the releases, or otherwise against the other Party.

(b) No Party (nor any agent, representative, or attorney of or for any party) has made any statement or representation to any other Party regarding any fact relied upon in entering into this Settlement Agreement, and no Party is relying upon any statement, representation or promise of any other Party (or of any agent, representative, or attorney for any other Party) in executing this Settlement Agreement except as expressly stated in this Settlement Agreement;



(c) Each Party to this Settlement Agreement has made such investigation of the facts pertaining to this Settlement Agreement and of all the matters pertaining thereto as it, he, or she deems necessary, and acknowledge the risk that it, he, or she may later discover different matters;

(d) In entering into this Settlement Agreement, each Party assumes the risk of any mistake with respect thereto and the matters pertaining thereto. If any Party should discover subsequently that its understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including, without limiting the generality of the foregoing, any alleged right or claim to set aside or otherwise rescind this Settlement Agreement and the exchange of consideration hereunder. This Settlement Agreement is intended to be and is final, binding and conclusive between and among the Parties hereto, regardless of any claims of mistake of fact or law or of any other circumstance whatsoever;

(e) That each Party entity is duly formed, is authorized to enter into this Settlement Agreement, and that each signatory is so authorized;

(f) Each term of this Settlement Agreement is contractual and not merely a recital.

11. **Attorneys' Fees and Costs.** Each party to this Settlement Agreement will bear its own costs, expenses, claims to interest and attorneys' fees, whether taxable or otherwise, incurred in, arising out of, related to or in any way connected with the Action.

However, in the event a legal proceeding or action is instituted to obtain Judgment, enforce this Settlement Agreement, interpret this Settlement Agreement, declare the rights of the parties with respect to this Settlement Agreement, pursue collection of any sums due hereunder or in any Judgment, or any other proceeding which otherwise arises out of, relates to or is connected to this Settlement Agreement or Agreement, the prevailing Party in such proceeding or action shall be entitled to an award of reasonable attorneys' fees, expenses and costs.

12. **Advice of Counsel.** In entering into this Settlement Agreement, the Parties each acknowledge and represent that they have sought and obtained the legal advice of their attorneys, who are the attorneys of their own choice. They further represent that the terms of this Settlement Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them. The Parties agree that the covenants, representations and warranties in this Settlement Agreement are material.

13. **Severability.** Should any portion (word, clause, phrase, sentence, paragraph or section) of this Settlement Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected. To the extent any portion is deemed void or unenforceable, and to the extent possible, this Settlement Agreement shall be revised to reflect the intentions of the Parties.

14. **Heirs, Successors and Assignees.** The Parties agree that the rights, duties and/or obligations under this Settlement Agreement shall be binding upon any successors and/or heirs but that the Settlement Agreement shall not be assigned without the written and informed consent of all Parties.

15. **Entire Settlement Agreement.** This Settlement Agreement is the entire agreement between the Parties with respect to the settlement of the Action and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them with respect thereto. The Parties acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them with respect to the subject matter hereof except as set forth in this Settlement Agreement. This Settlement Agreement shall not affect any indemnity rights, which may arise hereafter. This Settlement Agreement may only be amended by a further writing signed by all the Parties.

16. **Payment Priorities.** The RFDC and Roberts Parties represent that they have no present intention of commencing bankruptcy proceedings and that they shall not voluntarily commence same during the pendency of the payment schedule above or within ninety (90) days of the final payment.

**17. Restrictions on Transfer and Change of Ownership Structure.** The RFDC and Roberts Parties represent that they have no present intention to transfer assets, wind up, liquidate or dissolve its affairs nor change the organizational structure of the RFDC, and that they shall not voluntarily commence same during the pendency of the payment schedule above or within ninety (90) days of the final payment.

**18. Waiver.** The failure of any Party to enforce any of the provisions of this Settlement Agreement shall in no way be construed as a present or future waiver of such provisions, nor in any way affect the right of any Party to enforce each and every such provision thereafter.

**19. Interpretation.** The Parties hereto acknowledge that each Party has reviewed and has participated in the drafting of this Settlement Agreement and, accordingly, the Parties agree that any rule of construction to the effect that any ambiguities are to be construed or resolved against the drafting party shall not be applied in the interpretation of this Settlement Agreement.

**20. No Assignment of Claims.** The Parties hereto warrant and represent to the others that they have not heretofore assigned, transferred, conveyed, or purported to assign, transfer or convey to any person or entity any released claims or any part or portion thereof and that they are not aware of any other claims asserted by any third parties.

**21. Further Actions and Documentation.** The Parties agree to execute and deliver such further documents, agreements and instruments, and do such further acts and things, as may be required to carry out the intent and purposes of this Settlement Agreement.

**22. Counterparts; PDF Signatures.** This Settlement Agreement may be signed in counterparts, and e-mailed pdf signatures are acceptable.

**23. No Admission of Liability.** The parties hereto mutually agree and understand that by entering into this Agreement, Defendants and Plaintiff do not in any way admit, but rather specifically deny, committing any act or failing to act in violation of any law, statute, or regulation. The monetary consideration paid to Plaintiff and the promises and releases

recited and referred to herein are given and accepted to resolve disputed claims and to avoid the expense of litigation and shall not be construed as an admission of liability on the part of Defendants or any related or affiliated person, partnership, limited liability company, or corporation, or an admission of the validity of any disputed factual contention, and Defendants deny any such liability.

**WHEREFORE, WITH THE INTENT TO BE BOUND HEREBY, THE PARTIES AFFIX THEIR SIGNATURES BELOW.**

Dated: 8.2.19

CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: Douglas R. McCauley  
Douglas R. McCauley

Its: Chief Deputy

Dated: 8/1/19

ROBERTS FAMILY DEVELOPMENT CENTER

By: Derrell K. Roberts, C.E.O.  
Its: CEO

Dated: 8/1/19

DERRELL K. ROBERTS

Derrell K. Roberts

Dated: 8/1/19

TINA ROBERTS

Tina Roberts

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*Approved as to form and content:*

Dated: 8/2/19

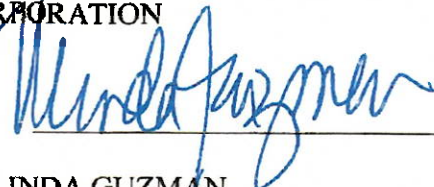
XAVIER BECERRA  
Attorney General of California  
CHRISTINA BULL ARNDT  
Supervising Deputy Attorney General

By:  \_\_\_\_\_

ERICA B. LEE  
Deputy Attorney General  
*Attorneys for Plaintiff, Department of Housing and  
Community Development*

Dated: 8/1/19

MELINDA GUZMAN PROFESSIONAL  
CORPORATION

By:  \_\_\_\_\_

MELINDA GUZMAN  
*Attorney for Defendants  
Roberts Family Development Center, Derrell K. Roberts,  
and Tina Roberts*

EXHIBIT 1

PAYMENT SCHEDULE

Payments will be due as follows:

<b>Due Date</b>	<b>Amount Due</b>
20-Aug-2019	\$100,000.00
1-Sep-2019	\$7,500.00
1-Oct-2019	\$7,500.00
1-Nov-2019	\$7,500.00
1-Dec-2019	\$7,500.00
1-Jan-2020	\$7,500.00
1-Feb-2020	\$7,500.00
1-Mar-2020	\$7,500.00
1-Apr-2020	\$7,500.00
1-May-2020	\$7,500.00
1-Jun-2020	\$7,500.00
1-Jul-2020	\$7,500.00
1-Aug-2020	\$7,500.00
1-Sep-2020	\$7,500.00
1-Oct-2020	\$7,500.00
1-Nov-2020	\$7,500.00
1-Dec-2020	\$7,500.00
1-Jan-2021	\$7,500.00
1-Feb-2021	\$7,500.00
1-Mar-2021	\$7,500.00
1-Apr-2021	\$7,500.00
1-May-2021	\$7,500.00
1-Jun-2021	\$7,500.00
1-Jul-2021	\$7,500.00
1-Aug-2021	\$7,500.00
1-Sep-2021	\$7,500.00
1-Oct-2021	\$7,500.00
1-Nov-2021	\$7,500.00
1-Dec-2021	\$7,500.00
1-Jan-2022	\$7,500.00
1-Feb-2022	\$7,500.00
1-Mar-2022	\$7,500.00
1-Apr-2022	\$7,500.00
1-May-2022	\$7,500.00
1-Jun-2022	\$7,500.00
1-Jul-2022	\$7,500.00
1-Aug-2022	\$7,500.00
1-Sep-2022	\$7,500.00

1-Oct-2022	\$7,500.00
1-Nov-2022	\$7,500.00
1-Dec-2022	\$7,500.00

# Exhibit 2



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XAVIER BECERRA  
Attorney General of California  
CHRISTINA BULL ARNDT  
Supervising Deputy Attorney General  
ERICA B. LEE  
Deputy Attorney General  
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*Attorneys for Plaintiff*  
*Department of Housing and Community*  
*Development*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

**CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY  
DEVELOPMENT, a California State  
Agency,**  
  
Plaintiff,  
  
v.  
  
**ROBERTS FAMILY DEVELOPMENT  
CENTER, a nonprofit corporation;  
DERRELL K. ROBERTS, an individual;  
TINA ROBERTS, an individual; DOES 1-  
100,**  
  
Defendants.

Case No. 34-2017-00220474-CU-BC-GDS  
**STIPULATION FOR JUDGMENT AND  
PROPOSED JUDGMENT THEREON**  
  
Dept: 54  
Judge: The Honorable Christopher E.  
Krueger  
Trial Date: October 19, 2020  
Action Filed: October 11, 2017

1 **RECITALS**

2 WHEREAS, in August, 2014, the California Department of Housing and Community  
3 Development (“HCD” or “Plaintiff”) and Roberts Family Development Center (“RFDC”)  
4 entered into contract Nos. 13-OMS-980 (RD) and 13-OMS-980 related to the operation and  
5 management of Migrant Housing Centers known as Harney Lane and Artesi II/III, which  
6 contracts were amended in October, 2015 with expiration dates of December 31, 2015. The  
7 contracts and the amendments thereto shall sometimes collectively be referred to as “the  
8 Contracts;” and

9 WHEREAS, HCD contends that RFDC, Derrell Roberts and Tina Roberts (Derrell and  
10 Tina Roberts shall be referred to collectively as “Roberts”) breached their obligations under  
11 the Contracts and committed wrongdoing in various ways relating to the operation and  
12 management of the Migrant Housing Centers; and

13 WHEREAS, RFDC and Roberts (“Defendants”) contend that HCD breached its  
14 obligations under the Contracts; and

15 WHEREAS, on or about October 11, 2017, HCD filed a complaint against RFDC and  
16 Roberts in the Superior Court of California in and for the County of Sacramento, Case No.  
17 34-2017-00220474-CU-BC-GDS (“Action”); and

18 WHEREAS, Defendants and Plaintiff have denied all liability, and bona fide disputes  
19 and controversies exist between Plaintiff and Defendants as to liability for all claims  
20 including derivative claims, damages, and the amount thereof, and by reason of such disputes  
21 and controversies, Plaintiff and Defendants desire to fully compromise and settle their  
22 disputes and claims relating to the Contracts and the operation and management of the  
23 Migrant Housing Centers, including without limitation, any alleged misappropriation and/or  
24 commingling or use of funds, and in this regard, Plaintiff and Defendants have agreed to  
25 settle, disposing of any and all claims, known or unknown, foreseen or unforeseen, matured  
26 or unmatured, developed or undeveloped, discoverable or undiscoverable, fixed or contingent,  
27 liquidated or unliquidated, which exist or may exist as of this date; and

28 WHEREAS, the Parties desire to memorialize the terms of the settlement which has  
been reached between them, deeming such settlement to be in their respective best interests.

WHEREAS, Defendants have agreed to pay HCD \$400,000 in damages;

1           WHEREAS, the parties asked the Court to retain jurisdiction over this litigation until  
2 the Defendants have paid HCD the full amount owed.

3                                   **STIPULATION**

4           NOW THEREFORE, for and in consideration of the recitals set forth above, the terms  
5 and conditions set forth herein, and other good and valuable consideration, the receipt and  
6 sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

7           1.     In the event of default under the written settlement agreement executed  
8 between the Parties in connection with this action (the "Settlement Agreement"), a true and  
9 correct copy of which is attached hereto as **Exhibit A**, judgment herein shall be entered in  
10 favor of HCD and against the Defendants, and each of them, on a joint and several basis, in  
11 the amount of \$400,000.00 (Four Hundred Thousand Dollars), less any payments made by the  
12 Defendants to HCD pursuant to the Settlement Agreement, plus all reasonable attorneys' fees  
13 and costs recoverable under the Settlement Agreement (in sum, the "Judgment Amount").  
14 The Judgment Amount is the agreed upon amount of monies owed by Defendants, jointly and  
15 severally, pursuant to the Settlement Agreement.

16           2.     Pursuant to the Settlement Agreement, the Parties stipulated to a proposed  
17 judgment, which is attached hereto as **Exhibit B**.

18           3.     Pursuant to the Settlement Agreement, HCD shall be authorized to file this  
19 Stipulation for Judgment and obtain entry of judgment against Defendants if Defendants fail  
20 to make any payments in full in accordance with the Settlement Agreement and fail to cure  
21 such defaulted payment within ten (10) calendar days of HCD giving e-mail notice of its  
22 intent to request the Court to enter a judgment.

23           4.     HCD may prove Defendants' default under the Settlement Agreement, the  
24 amount owing under the Settlement Agreement, the amount of any attorneys' fees and costs  
25 incurred in enforcing the Settlement Agreement, and any other relevant facts or circumstances  
26 by declaration, including by declaration of HCD's counsel.

27           5.     HCD may obtain an order entering judgment against Defendants (or any of  
28 them) through an *ex parte* application, and need not bring a noticed motion.

1           6. Any judgment entered in accordance with the terms of this Stipulation for  
2 Judgment for the Judgment Amount may be rendered and entered by a judge or any court  
3 commissioner. Judgment shall be entered against Defendants and become final for all  
4 purposes upon entry of judgment for the Judgment Amount.

5           7. By entering into and executing this Stipulation for Judgment for the Judgment  
6 Amount, Defendants hereby consent to the jurisdiction of the Sacramento County Superior  
7 Court with respect to any proceedings contemplated herein and consent to the jurisdiction of  
8 said court to issue any orders or judgments, or to take any other action with respect to the  
9 proceedings herein.

10          8. Defendants, and each of them, agree to toll any and all applicable statutes of  
11 limitations, and to waive any other time-based defenses, including any under Code of Civil  
12 Procedure Section 583.310, to the entry of judgment, until the Total Settlement Amount (as  
13 defined by the Settlement Agreement) has been paid in full to HCD.

14          9. Defendants, and each of them, waive the right to appeal from entry of judgment  
15 and hereby waive all rights to trial and trial by jury, all rights to seek to have judgment  
16 vacated, set aside, reconsidered, or modified on any basis, all rights to a new trial, and all  
17 rights to appeal from such judgment or otherwise to seek appellate review or collateral attack  
18 of such judgment, except with respect to any clerical errors relating to the amount of the  
19 judgment.

20          10. Judgment shall be binding upon each of the Defendants' respective successors-  
21 in-interest, heirs, and/or assigns of Defendants.

22          11. This Stipulation for Judgment may be signed in counterparts and, taken  
23 together, shall constitute a fully executed Stipulation for Judgment. A PDF signature copy of  
24 this Stipulation for Judgment may be used as if it were an original.

25          12. The parties expressly affirm that they have sought advice from legal counsel of  
26 their choosing with respect to the advisability of entering into and executing this Stipulation  
27 for Judgment.

28

1           13. The parties also expressly affirm that they have read and understand the legal  
2 effect of this Stipulation for Judgment, and understand that it has the effect of a final  
3 judgment upon entry by the Court, without any further notification to defendants.

4           14. Defendants and each of them also expressly affirm that they understand that  
5 they are jointly and severally liable for the Judgment Amount.

6  
7 Dated: [ ], 2019

8 8/2/19

Respectfully Submitted,

XAVIER BECERRA  
Attorney General of California  
CHRISTINA BULL ARNDT  
Supervising Deputy Attorney General


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12 ERICA B. LEE  
13 Deputy Attorneys General  
14 Attorneys for Plaintiff  
15 Department of Housing and Community  
16 Development

17 Dated: [ ], 2019

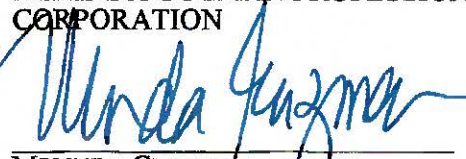
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CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY  
DEVELOPMENT

19   
20 DOUGLAS R. MCCAULEY  
21 Chief Deputy Director of California  
22 Department of Housing and Community  
23 Development

24 Dated: [ ], 2019


MELINDA GUZMAN PROFESSIONAL  
CORPORATION

25   
26 MELINDA GUZMAN  
27 Attorneys for Defendants  
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Dated: 8/1, 2019


ROBERTS FAMILY DEVELOPMENT CENTER

  
[RFDC to designate person with settlement authority ]  
[CEO of Roberts Family Development Center]

Dated: 8/1, 2019

  
DERRELL ROBERTS, an individual

Dated: 8/1, 2019

  
TINA ROBERTS, an individual

# Exhibit A

[Settlement Agreement]

# Exhibit B



1 XAVIER BECERRA  
Attorney General of California  
2 CHRISTINA BULL ARNDT  
Supervising Deputy Attorney General  
3 ERICA B. LEE  
Deputy Attorney General  
4 State Bar No. 288151  
HALLIE E. KUTAK  
5 Deputy Attorney General  
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7 Telephone: (213) 269-6386  
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8 E-mail: Erica.Lee@doj.ca.gov  
*Attorneys for Plaintiff*  
9 *Department of Housing and Community*  
*Development*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SACRAMENTO

12  
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14  
15 **CALIFORNIA DEPARTMENT OF**  
**HOUSING AND COMMUNITY**  
16 **DEVELOPMENT, a California State**  
**Agency,**

17 Plaintiff,

18 v.

19  
20 **ROBERTS FAMILY DEVELOPMENT**  
**CENTER, a nonprofit corporation;**  
21 **DERRELL K. ROBERTS, an individual;**  
22 **TINA ROBERTS, an individual; DOES 1-**  
**100,**

23 Defendants.  
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Case No. 34-2017-00220474-CU-BC-GDS

**[PROPOSED] JUDGMENT PURSUANT  
TO STIPULATION**

Dept: 54  
Judge: The Honorable Christopher E.  
Krueger  
Trial Date: October 19, 2020  
Action Filed: October 11, 2017

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Plaintiff California Department of Housing and Community Development (“HCD”) and defendants Roberts Family Development Center, Derrell Roberts and Tina Roberts stipulated to a settlement, the Court dismissed the action pursuant to that settlement, and the parties requested that the Court retain jurisdiction pursuant to Section 664.6 of the California Code of Civil Procedure to enforce the terms of the settlement and enter this Judgment in the event of default by the Defendants, or any of them, under the settlement agreement.

NOW THEREFORE, pursuant to Section 664.6 of the California Code of Civil Procedure and the parties’ settlement agreement, and by virtue of the law, the Court hereby ORDERS, ADJUDGES, AND DECREES that HCD shall have and recover against defendants Roberts Family Development Center, Derrell Roberts and Tina Roberts, and each of them, jointly and severally (1) the sum of \$\_\_\_\_\_, reflecting settlement payments due; and (2) the sum of \$\_\_\_\_\_, reflecting HCD’s reasonable attorneys’ fees and costs for enforcing the parties’ settlement agreement, for a total judgment of \$\_\_\_\_\_.

IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
Judge of the Sacramento Superior Court