

LITHUANIAN ASSISTANCE FOUNDATION

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement is entered into by, between and among the following parties: the People of the State of California (the People), by and through Xavier Becerra, the Attorney General of the State of California (Attorney General), and the Lithuanian Assistance Foundation (Foundation), a California public benefit corporation, Albinas Markevicius (Mr. Markevicius), Joseph Praske (Mr. Praske), Zina Markevicius (Ms. Markevicius), Arunas Sodonis (Mr. Sodonis), RME Investments LLC, a California limited liability company (“RME”) and Washington Shores LLC, a Delaware limited liability company (“Washington Shores”). The Foundation, RME, Washington Shores, Mr. Markevicius, Mr. Praske, Ms. Markevicius and Mr. Sodonis are collectively referred to as “Foundation Parties”. The People, the Attorney General, and the Foundation Parties shall collectively be referred to as the “Parties.”

II. RECITALS

1. The Foundation is a California nonprofit public benefit corporation whose assets are, and were at all times relevant herein, impressed with a charitable trust.

2. The Attorney General initiated an investigation in 2012 into the Foundation and concluded that the Foundation and its directors (Mr. Markevicius, Mr. Praske, Ms. Markevicius and Mr. Sodonis) failed to maintain adequate books and records, breached their fiduciary duty, entered into self-dealing transactions, filed and distributed false and incomplete reports and regulatory filings. The Attorney General contends that Ms. Markevicius, Mr. Praske, RME and Washington Shores were unjustly enriched and profited at the expense of the Foundation and its intended beneficiaries.

3. The Foundation Parties strongly dispute the Attorney General’s findings and maintain that they acted in good faith for the benefit of the beneficiaries of the Foundation. To the extent that real estate transactions involved any of the Foundation Parties, the Foundation Parties contend that the transactions were unique, fair market value (as determined by the forensic appraisals) was paid, and the intended beneficiaries received the proceeds except as limited due to the Attorney General’s investigation. The Attorney General disagrees with these contentions.

4. The Parties, each of whom desires to avoid the expense, uncertainty, and inconvenience of litigation or other administrative action, agree to resolve this matter upon the facts, terms, and conditions stated herein.

III. SETTLEMENT TERMS:

A. Nonmonetary Terms

1. The Foundation will dissolve. Dissolution will begin within 60 days after the Settlement Agreement is executed by all parties. Any assets remaining at the time of dissolution will be deposited with the California Community Foundation.

2. Mr. Markevicius and Mr. Praske agree not to serve as founders, directors or trustees of any California charitable organization (whether the entity is a corporation, foundation, trust or other entity) during their lifetimes. Mr. Praske may continue to serve on the board of the South Laguna Civic Association, as long as he does not serve in any capacity for which he is responsible for, or have any control, over the organization's assets.

3. Mr. Praske, Mr. Sodonis and Ms. Markevicius will complete board director training from a qualified provider (for example, Non Profit Essentials Certificate Program offered by NonprofitReady.org), agreed to by the Attorney General. Mr. Praske is to complete board training within sixty (60) days after this agreement is executed by all parties. Mr. Sodonis and Ms. Markevicius will complete board director training within one-hundred and eighty (180) days after this agreement is executed by all parties. Mr. Sodonis, Mr. Praske, and Ms. Markevicius will forward a certificate of completion or other material evidencing that they have complied with this term within fifteen (15) days after completing the course to the Office of the Attorney General, to the attention of Deputy Attorney General Sandra I. Barrientos. Mr. Sodonis, and Ms. Markevicius agree not to serve as a board director of a nonprofit until they complete board director training.

4. The Attorney General is not requiring that the Foundation file amended Forms 990 with the IRS or amended registration forms with the Registry of Charitable Trusts.

B. Monetary Terms

1. The Foundation Parties, collectively, agree to pay the amount of \$7,200,000 (seven million, two hundred thousand dollars) (the "settlement funds") subject to the payment schedule and qualifying reductions set forth in this agreement. Payment of the settlement funds will be made payable to the Attorney General's Office, and it may be done so via check, ACH, or other accepted electronic payment. The Attorney General will retain \$400,000 (four hundred thousand dollars) from the first payment made by Foundation Parties for reimbursement of investigation costs. (Govt. Code, §§ 12586.2, 12598.) The Attorney General will forward all remaining settlement payments to the California Community Foundation. The California Community Foundation will set up a fund for the benefit of the people of Lithuania with the following two distinct purposes: (1) for the education of disadvantaged Lithuanian orphans and children in the Vilnius region; and (2) for the charitable purposes of Zelva village, for example the establishment of a trade school, teacher training or seminary, financial assistance for needy students with above average grades, and senior citizens. All Notices and evidence of payments

of the settlement shall be forwarded to the Attorney General to the attention of Deputy Attorney General Sandra I. Barrientos by both email and U.S. mail, at 300 S. Spring Street, Los Angeles, CA 90013, (213) 269-6551; sandra.barrientos@doj.ca.gov.

The payments of the settlement funds will be made as follows:

Payment #1: The amount of \$1.3 million shall be payable within 90 days from the date this settlement agreement is signed by all parties.

Remaining Payments: The remaining \$5.9 million is due as follows:

- i. Payment #2: \$1.0 million due no later than 18 months after the first payment;
- ii. Payment #3: \$1.0 million due no later than 30 months after the first payment;
- iii. Payment #4: \$1.9 million due no later than 42 months after the first payment;
- iv. Payment #5: \$2.0 million due no later than 54 months after the first payment;¹

2. Notwithstanding the payments set for in Section III(B)(1), Foundation Parties will receive a credit of \$12,500 for each of the above payments made on a timely basis. Any credit accrued will be deducted from the final payment in the event such final payment is made on or before the deadline set forth in Section III(B)(1)(iv). Any credits will be forfeited if Foundation Parties fail to make timely payments (miss any payment deadline). All deadlines for payment shall be strictly construed as evidenced by the postmark if by check or transmittal confirmation if by ACH or other accepted electronic payment.

3. In addition to the credits set forth above, Foundation Parties will receive an additional credit of \$50,000 if all sums owed are paid on or before forty-two (42) months after the first payment.

4. One hundred thousand dollars (\$100,000) of the settlement amount is stayed pending Foundation Parties complying with the non-monetary terms of the settlement. Should Foundation Parties violate any non-monetary settlement term, the \$100,000 is due and payable at the next due date of settlement funds after the Attorney General advises Foundation Parties of the violation. If Foundation Parties violate any non-monetary settlement term after all funds owing are paid to the Attorney General, the Attorney General will seek payment of the \$100,000 directly from the Foundation Party who violated the nonmonetary term of this settlement agreement.

5. As an illustration, if Foundation Parties comply with the non-monetary terms of this settlement agreement and make all payments on time, Foundation Parties receive a credit of

¹ Subject to any credits received as set forth in Section III(B)(2)-(4).

\$50,000 (for making all payments on time) and \$100,000 (the stayed portion of the settlement). The final payment due under Section 3(iv) above would be \$1,850,000 (one million, eight hundred, fifty thousand dollars) instead of \$2.0 million. If Foundation Parties make all payments on time, and make the final payment before or at 42 months after the first payment, Foundation Parties receive a credit of \$50,000 for timely payments, plus \$50,000 for prepayment, plus \$100,000 that is stayed pending compliance with the nonmonetary settlement terms. The final payment under Section III(B)(1)(iv) would be \$1.8 million instead of \$2.0 million.

C. Deferred Stipulated Judgment

Foundation Parties agree to the deferred Stipulation (attached to which is the deferred Stipulated Judgment) attached as Exhibit A to this Agreement. The deferred Stipulation and deferred Stipulated Judgment will be filed with the Los Angeles Superior Court only in the event that the Foundation Parties fails to comply with the monetary settlement terms. The Attorney General shall be entitled to fees and costs to enforce the Settlement Agreement and/or file the deferred Stipulation and deferred Stipulated Judgment. The Attorney General will be entitled to interest as to any balance due of the monetary settlement terms as provided in Probate Code section 16441 and Code of Civil Procedure section 685.010 if the deferred Stipulation and deferred Stipulated Judgment is filed with the court.

D. Default of Settlement

1. If Foundation Parties default on any payment as set forth in Section 2, and fail to cure within thirty (30) days of receiving written notice of default from the Attorney General, the Attorney General will file the deferred Stipulated Judgment and all sums are due and payable immediately.

The deferred Stipulated Judgment will include the ownership percentage share of the Foundation Parties for the following properties as security for the settlement:

- 1) 300 California Street, Santa Monica, California (a 57% limited partnership interest)
- 2) 843 Euclid Street, Santa Monica, California (a 68% tenants in common interest)
- 3) 117 Pacific Street, Santa Monica, California (16 individual condominiums)

2. Should the Attorney General file the deferred Stipulated Judgment, the Attorney General will file lis pendens, liens against the properties or take other action to secure payment of the settlement funds due at the time of default. Foundation Parties must advise and receive affirmative approval from the Attorney General prior to any of the properties listed above are transferred, sold or otherwise encumbered, except that the Foundation Parties may engage in refinancing the properties without obtaining the Attorney General's prior approval. However, as to refinancing, the Foundation Parties must notify the Attorney General within seven (7) days of receiving approval from the entity providing the refinance. The Attorney General may demand that Foundation Parties offer other security if the above properties are transferred, sold or otherwise encumbered before all settlement funds are paid. Failure to advise the Attorney General, failure to provide the Attorney General with requested information concerning any

transfer or encumbrance, or failure to provide sufficient security for the settlement amounts outstanding as a result of such transfer or encumbrance shall constitute a default and grounds for the Attorney General to file the deferred stipulated judgment. This condition will expire when Foundation Parties pay all sums owed to the Attorney General.

3. The Foundation Parties shall execute the deferred Stipulated Judgment attached hereto as Exhibit A. In the event of any default under the terms of this deferred Settlement Agreement, and the failure to cure said default, the Attorney General may file the deferred Stipulated Judgment for \$7,200,000, with credit to be applied for any payments the Foundation Parties have made in compliance with the Settlement Agreement.

4. Section III(D)(1)-(3) represents the sole grounds upon which the Attorney General is to file the deferred Stipulated Judgment. The Foundation Parties reserve all their rights should the Attorney General file the Stipulated Judgment in violation of this Settlement Agreement.

E. Dissolving the Foundation

1. The Foundation Parties agree to wind up and dissolve the Foundation. The winding up and dissolution of the Foundation shall commence no later than sixty (60) days after the execution of this Settlement Agreement, in accordance with California Corporations Code section 6610, et seq. and 6710, et seq. Upon the winding up and dissolution of the Foundation, any assets remaining in the Foundation after provision for payment of proper claims and expenses of administration, if any, shall be distributed to the California Community Foundation and deposited into a fund to be created at the California Community Foundation. Proper claims and expenses of administration include payment of attorney's fees for the Lithuanian Assistance Foundation, accountant fees, and known debts and liabilities of the Lithuanian Assistance Foundation, and shall not include reimbursement in any form to Washington Shores, RME, Mr. Markevicius, Mr. Praske, Ms. Markevicius or Mr. Sodonis. Any reimbursement to the Foundation Parties will be deemed an improper distribution defined in Corporations Code section 6719. As required for the dissolution of the organization, an accounting of assets, income and expenses will be provided to the Attorney General within 60 days after the settlement agreement is executed.

IV. GENERAL PROVISIONS

1. The People, on the one hand, and Foundation Parties, on the other hand, shall release and discharge each other from all civil liability, civil claims, civil damages and attorney's fees and costs, whether or not known to them at the time of execution of this Settlement Agreement that reasonably relate to, or arise from the Attorney General's investigation of the Foundation and Foundation Parties ("Investigation"), specifically relating to the acceptance and use of donations by the Foundation, transfers and management of properties to or by the Foundation, expenditures by the Foundation, day-to-day operations of the Foundations, and the submission of regulatory filings.

2. Because the release provided by the People is a specific release, Civil Code section 1542 which pertains to general releases does not apply. This release and discharge shall not be construed to limit or prevent any Party's ability to enforce the terms of this Agreement.

3. This Settlement Agreement shall not constitute an admission or finding of any wrongdoing, fault, violation of law, or liability of any of the Foundation Parties. Neither shall it be deemed or interpreted as an admission of the existence or non-existence of any fact.

4. This Settlement Agreement contains the entire agreement and understanding among the Settling Parties concerning the subject matter of the Investigation and supersedes all other agreements of any kind concerning the subject matter of the Investigation. Each of the undersigned warrants that no promise or inducement has been offered to them except as set forth herein and that the Settlement Agreement is executed without reliance upon any statement or representation by any persons or parties, or their representatives, concerning the nature and extent of injuries, damages, and/or legal liability herein.

5. Each of the Foundation Parties acknowledges that he, she, or it has read the entire Settlement Agreement and understands its content and, in addition, has had an opportunity to discuss the content with an attorney and make whatever investigation or inquiry that party may deem necessary or desirable in connection with the subject matter of the Settlement Agreement.

6. Each of the Foundation Parties warrants that he, she or it is legally competent to execute this Settlement Agreement. Any person executing this Settlement Agreement on behalf of any Settling Party does hereby personally represent and warrant that he/she/it has the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

7. This Settlement Agreement shall be binding upon the heirs, devisees, beneficiaries, affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and employees of each of the Foundation Parties.

8. This Settlement Agreement is a product of bargained-for, arms-length negotiations among all parties and their counsel. No party shall be considered the author of this Settlement Agreement.


9. This Settlement Agreement and all rights and obligations arising out of it shall be governed and construed in accordance with the laws of the State of California.

10. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one Settlement Agreement, binding all parties hereto. All original signatures shall be delivered to Deputy Attorney General Sandra I. Barrientos, Office of the Attorney General, 300 South Spring Street, Los Angeles, California, 90013.

IT IS SO AGREED.

XAVIER BECERRA, Attorney General

DATE: 6-30-20

By: 
Sandra I. Barrientos, Deputy Attorney General
Attorneys for the People of the State of California

DATE: _____

THE LITHUANIAN ASSISTANCE
FOUNDATION

By: _____
ALBINAS MARKEVICIUS, President

RME INVESTMENTS, LLC, a Limited Liability
Company

DATE: _____

By: _____

WASHINGTON SHORES, LLC, a Limited
Liability Company

DATE: _____

By: _____

DATE: _____

ALBINAS MARKEVICIUS

DATE: _____

JOSEPH PRASKE

DATE: _____

ZINA MARKEVICIUS

DATE: _____

ARUNAS SODONIS

DATE: _____

By: _____
Sandra I. Barrientos, Deputy Attorney General
Attorneys for the People of the State of California

DATE: 6-19-2020

THE LITHUANIAN ASSISTANCE
FOUNDATION

By: 
ALBINAS MARKEVICIUS, President

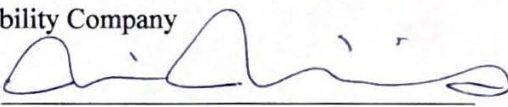
DATE: 06/23/20

RME INVESTMENTS, LLC, a Limited Liability
Company

By: 
MANAGER

DATE: 6-19-20

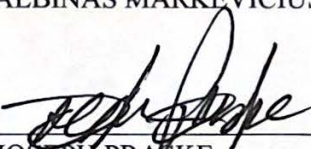
WASHINGTON SHORES, LLC, a Limited
Liability Company

By: 
Manager


DATE: 6-19-2020

By: 
ALBINAS MARKEVICIUS

DATE: 6-18-2020

By: 
JOSEPH PRASKE

DATE: 6/19/20

By: 
ZINA MARKEVICIUS

DATE: 6-16-2020

By: 
ARUNAS SODONIS

APPROVED AS TO FORM:


DATE: 06/29/2020

DLA PIPER LLP

By: 
JEFF TSAI
Attorneys for the Foundation Parties

DATE: 06/29/2020

ALSTON & BIRD LLP

By: 
DEBORAH YOON JONES
Attorneys for the Foundation Parties

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XAVIER BECERRA
Attorney General of California
TANIA M. IBANEZ
Senior Assistant Attorney General
JAMES TOMA
Supervising Deputy Attorney General
SANDRA I. BARRIENTOS
Deputy Attorney General
State Bar No. 163808
300 South Spring Street, Suite 1702
Los Angeles, CA 90013
Telephone: (213) 269-6551
E-mail: Sandra.Barrientos@doj.ca.gov
Attorneys for the People of the State of California

**Exempt from Filing and Reporter
Fees -- Gov. Code § 6103**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

THE PEOPLE OF THE STATE OF CALIFORNIA,
PLAINTIFF

Case No.

**STIPULATION FOR ENTRY OF
JUDGMENT PURSUANT TO
SETTLEMENT AGREEMENT**

v.

**THE LITHUANIAN ASSISTANCE FOUNDATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT
CORPORATION; WASHINGTON SHORES,
LIMITED LIABILITY COMPANY; RME,
LIMITED LIABILITY COMPANY; ALBINAS
MARKEVICIOUS, AN INDIVIDUAL; JOSEPH
PRASKE, AN INDIVIDUAL; ZINA
MARKEVICIOUS, AN INDIVIDUAL; ARUNAS
SODONIS, AN INDIVIDUAL; DOES 1 – 100**

DEFENDANTS

IT IS HEREBY STIPULATED by and between Plaintiff, the People of the State of California, and Defendants, the Lithuanian Assistance Foundation, a California nonprofit public benefit corporation, Washington Shores LLC, a Delaware limited liability company, RME Investments LLC, a California limited liability company, AlbinasMarkevicius, Joseph Praske,

1 Zina Markevicius and Arunas Sodonis (hereinafter, referred collectively to as “the Foundation
2 Parties”), that the Attorney General’s investigation against the Lithuanian Assistance Foundation
3 has been settled on the following terms and as set forth more fully in the Settlement Agreement:

4 1. The Foundation Parties agree to pay \$7,200,000 (seven million, two hundred
5 thousand dollars) subject to the payment schedule and qualifying reductions set forth herein. The
6 payments will be made as follows:

7 1.1 \$1.3 million shall be payable within 90 days from the date the Settlement
8 Agreement is signed by all parties;

9 1.2 \$1.0 million due no later than 18 months after the first payment;

10 1.3 \$1.0 million due no later than 30 months after the first payment;

11 1.4 \$1.9 million due no later than 42 months after the first payment;

12 1.5 \$2.0 million due no later than 54 months after the first payment.

13 1.6 Notwithstanding the payments set for in Section III(B)(1) of the Settlement
14 Agreement, Foundation Parties will receive a credit of \$12,500 for each of the above payments
15 made on a timely basis. Any credit accrued will be deducted from the final payment in the event
16 such final payment is made on or before the deadline set forth in Section III(B)(1)(iv) of the
17 Settlement Agreement. Any credits will be forfeited if Foundation Parties fail to make timely
18 payments (miss any payment deadline). All deadlines for payment shall be strictly construed as
19 evidenced by the postmark if by check or transmittal confirmation if by ACH or other accepted
20 electronic payment.

21 1.7 In addition to the credits set forth above, Foundation Parties will receive an
22 additional credit of \$50,000 if all sums owed are paid on or before forty-two (42) months after the
23 first payment.

24 1.8 One hundred thousand dollars (\$100,000) of the settlement amount is stayed
25 pending Foundation Parties complying with the non-monetary terms of the settlement. Should
26 Foundation Parties violate any non-monetary settlement term, the \$100,000 is due and payable at
27 the next due date of settlement funds after the Attorney General advises Foundation Parties of the
28 violation of the non-monetary terms. If Foundation Parties violate any non-monetary settlement

1 term after all funds owing are paid to the Attorney General, the Attorney General will seek
2 payment of the \$100,000 directly from the Foundation Party who violated the nonmonetary term
3 of this settlement agreement.

4 2. If Foundation Parties fail to make any of the payments described above, the Attorney
5 General shall notify Foundation Parties, in writing, that Foundation Parties have 30 days from
6 receipt of said writing to make the payment. Notices from the Attorney General to Foundation
7 Parties will be sent to the following:

8 Joseph Praske, c/o Roque & Mark, 2802 Santa Monica Blvd.,
9 Santa Monica, CA 90404

10 In the event Foundation Parties fail to make payments as outlined above, the Attorney
11 General's Office will file with the Superior Court this deferred Stipulation and the attached
12 deferred Stipulated Judgment, in the amount of \$7,200,000 (seven million, two hundred thousand
13 dollars) and give credit for any payments Foundation Parties have made in compliance with the
14 Settlement Agreement. Foundation Parties understand that the People have accepted the above-
15 described payment plan only on the condition that Foundation Parties agree that the Attorney
16 General will file liens and/or lis pendens on the following properties if Foundation Parties fail to
17 pay all settlement funds as set forth above:

18 1) 117 Pacific Street, Santa Monica, California, (Los Angeles County Appraiser
19 Identification Number (AIN) 4289-021-035) (16 individual condominiums).

20 2) 300 California Street, Santa Monica, California, AIN 4292-020-010 (a 57% limited
21 partnership interest).

22 3) 843 Euclid Street, Santa Monica, California, AIN 4281-015-015 (a 68% tenants in
23 common interest)

24
25 3. Interest on the deferred Stipulated Judgment entered into pursuant to this Stipulation
26 shall begin to accrue as of the date it is filed, at the legal rate as set forth by Code of Civil
27 Procedure section 685.010.
28

1 4. Foundation Parties waive the right to appeal, to attempt to set aside or vacate, or
2 otherwise attack the deferred Stipulated Judgment or any of its terms entered into pursuant to this
3 Stipulation unless the deferred Stipulated Judgment is improperly filed.

4
5 **IT IS SO STIPULATED.**

6 Dated: 7-1-20

XAVIER BECERRA
Attorney General of California

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10 SANDRA I. BARRIENTOS
11 Deputy Attorney General
12 *Attorneys for the People of the State of*
13 *California*

14
15 DATE: _____

THE LITHUANIAN ASSISTANCE
FOUNDATION

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17 By: _____
ALBINAS MARKEVICIUS, President

18
19 DATE: _____

RME Investments LLC, a California Limited
Liability Company

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21 By: _____

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24 DATE: _____

WASHINGTON SHORES LLC, a Delaware
Limited Liability Company

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26 By: _____

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4. Foundation Parties waive the right to appeal, to attempt to set aside or vacate, or otherwise attack the deferred Stipulated Judgment or any of its terms entered into pursuant to this Stipulation unless the deferred Stipulated Judgment is improperly filed.

IT IS SO STIPULATED.

Dated:

XAVIER BECERRA
Attorney General of California

SANDRA I. BARRIENTOS
Deputy Attorney General
Attorneys for the People of the State of California

DATE: 6-19-2020

THE LITHUANIAN ASSISTANCE
FOUNDATION
By: [Signature]
ALBINAS MARKEVICIUS, President

DATE: 06/23/20

RME Investments LLC, a California Limited
Liability Company
By: [Signature]
MANAGER

DATE: 6-19-20

WASHINGTON SHORES LLC, a Delaware
Limited Liability Company
By: [Signature]
Manager

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DATE: 6-19-2020


ALBINAS MARKEVICIUS


DATE: 6-18-2020


JOSEPH PRASZKE

DATE: 6/19/20


ZINA MARKEVICIUS

DATE: 6-16-2020


ARUNAS SODONIS

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY

THE PEOPLE OF THE STATE OF CALIFORNIA,

PLAINTIFF

v.

THE LITHUANIAN ASSISTANCE FOUNDATION, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION; WASHINGTON SHORES, LIMITED LIABILITY COMPANY RME, LIMITED LIABILITY COMPANY; ALBINAS MARKEVICIUS, AN INDIVIDUAL; JOSEPH PRASKE, AN INDIVIDUAL; ZINA MARKEVICIUS, AN INDIVIDUAL; ARUNAS SODONIS, AN INDIVIDUAL; DOES 1 – 100

DEFENDANTS

Case No.

STIPULATED JUDGMENT PURSUANT TO SETTLEMENT AGREEMENT

1 That parties, Plaintiff the People of the State of California, and Defendants,
2 the Lithuanian Assistance Foundation, a California nonprofit public benefit
3 corporation, Washington Shores LLC, a Delaware Limited Liability Company,
4 RME Investments LLC, a California Limited Liability Company, Albinas
5 Markevicius, Joseph Praske, Zina Markevicius and Arunas Sodonis (collectively,
6 the "Defendants"), having stipulated that this Judgment may be issued by a Judge
7 of the Los Angeles County Superior Court without taking evidence, without trial, or
8 adjudication of any issue of fact or law, without this Judgment constituting any
9 admission by any party concerning any issue of law or fact, and good cause
10 appearing therefor, IT IS HEREBY ORDERED ADJUDGED AND DECREED AS
11 FOLLOWS:

12 In the above-entitled matter, Plaintiff and Defendants have stipulated that
13 Judgment may be entered against the Defendants, jointly and severally in the
14 amount of \$7,200,000 (seven million, two hundred thousand dollars), less payments
15 made to date of \$ _____ for a net judgment of \$ _____. The
16 Judgment entered shall accrue interest as set forth in Code of Civil Procedure
17 section 685.010 upon the date of the entry of the judgment at the legal rate.

18 For purposes of collecting the judgment the People may file lis pendens and/or
19 liens on any or all of the following properties:

20 1) 117 Pacific Street, Santa Monica, California, Los Angeles County
21 Assessor Identification Number (AIN) 4289-021-035 (16 individual
22 condominiums);

23 2) 300 California Street, Santa Monica, California, AIN 4292-020-010 (57%
24 limited partnership interest);

25 3) 843 Euclid Street, Santa Monica, California, AIN 4281-015-015 (a 68%
26 tenants in common interest).
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LET THE JUDGMENT BE ENTERED ACCORDINGLY.

DATED

JUDGE OF THE SUPERIOR COURT