

EXHIBIT 1

The release language in the Joint Stipulation of Settlement is as follows:

Upon the Effective Date of this Settlement, the Class, Class Members, Current Tenant Settlement Class Members and Former Tenant Settlement Class Members, and each of them, fully and finally release and forever discharge Releasees, and each of them, and shall be deemed to have, and by operation of the Judgment and any related order shall have expressly waived, released, discharged and relinquished the Released Claims defined below. The Released Claims consist of all such claims from January 9, 2010 to the end of the Class Period.

“Released Claims” means claims, demands, rights, debts, obligations, costs, expenses, wages, restitution, disgorgement, benefits of any type, equitable relief, contract obligations, statutory relief penalties, attorneys’ fees, costs, interest, actions, liabilities and causes of action that were or might have been asserted (whether in tort, contract or otherwise), for violation of any state or federal law for claims that are set forth or attempted to be set forth in the Complaint in the Action which are, could be or could have been the basis of claims by the Class relating in any way to restitution, disgorgement, equitable relief, injunctive relief or other monetary relief concerning: rent, rent overcharges, rent credits, deposits, disposition of deposits, collection of rent while permitting rental units to be maintained in untenable or uninhabitable conditions, payment of rent or other monies for an untenable or uninhabitable unit, expenses incurred to make repairs, and/or other lost money or property paid by a Class Member relating in any way to the condition or maintenance of the unit.

The Released Claims include, without limitation all of the following as it relates to restitution, disgorgement, equitable relief, injunctive relief or monetary relief and all of the following to the extent (and only the extent) of the categories contained in the foregoing paragraph:

1. Any and all claims under Business & Professions Code Section 17200, *et seq.* as set forth in the First Cause of Action of the Complaint, including, but not limited to, the permitting of rental units to be maintained in untenable conditions and continue to collect rent, in violation of the Civil Code, including Sections 1941, 1941.1, 1941.3 and 1942.4 and Health & Safety Code Sections 17980, *et seq.*, engaging in a scheme that caused, permitted and maintained untenable rental units, in violation of Civil Code Sections 1714, 1940.2, 1941, 1941.1, 1941.3, 1942.5, 1954 and the Health & Safety Code including Sections 17920.3 and 17920.10;
2. Any and all claims relating to lost money or property by the Class Members relating to the payment of rent or deposits relating to any of the rental units rented or offered for rent by any of the Defendants in the City and/or County of Fresno, California;
3. Any and all claims for injunctive relief or other relief under Business & Professions Code Section 17203;
4. Any and all claims set forth or attempted to be set forth in the Second Cause of Action;
5. Any and all claims alleged or attempted to be alleged in the Third Cause of Action to the extent the Third Cause of Action incorporates the First and Second Causes of Action.
6. Any and all claims alleged or attempted to be alleged in the Complaint that JD Homes engaged in a pattern and practice of violating the basic housing rights of its tenants by refusing to make its rental properties habitable by refusing to comply with all applicable health and safety laws; and taking advantage of, harassing and retaliating against any tenants who exert their rights and request repairs, as alleged in Paragraph 8 of the Complaint;
7. Any and all claims relating in any way to any rent rebates or any other return of rent or other charges paid by any Class Member to Defendants relative to any properties rented or offered for rent during the Class Period;
8. Any and all claims that Defendants have failed to keep the properties habitable and fit for occupancy as alleged in Paragraph 30 of the Complaint;
9. Any and all claims relating to untenable rental property or properties not meeting the standards of California Civil Code Section 1941.1 and Health & Safety Code Sections 17920, 17920.3 and 17920.10 or other applicable law;
10. Any and all claims that Defendants have failed to abate untenable living conditions after receiving notice of them from tenants and/or the City of Fresno, as alleged in Paragraph 30 of the Complaint;
11. Any and all claims that Defendants have retaliated and/or harassed tenants, including Plaintiffs and others similarly situated, when they attempt to enforce their legal rights as alleged in Paragraph 30 of the Complaint; and

12. Any other claim asserted or attempted to be asserted in the Complaint, including any and all claims for injunctive relief, restitution, disgorgement, retroactive rent rebate, rent reductions, rent abatement and attorneys' fees and costs for this Action.

Notwithstanding any of the foregoing, the Released Claims do not include, and are not intended to release, damages claims for physical injury or personal injury (including but not limited to illness, mental stress, emotional distress, anxiety, annoyance and discomfort), including such damages recoverable under any of the statutes listed in sub-paragraphs 1 and 9. The Released Claims do include statutory damages recoverable under any of the statutes listed in sub-paragraphs 1 and 9, but do not otherwise include statutory damages under any other statute.

With respect to the Released Claims, the Class, Class Members, Current Tenant Settlement Class Members and Former Tenant Settlement Class Members each further waive all rights and benefits afforded by section 1542 of the Civil Code of the State of California. Section 1542 provides:

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

The Class, Class Members, Current Tenant Settlement Class Members and Former Tenant Settlement Class Members agree not to sue or otherwise make a claim against any of the Releasees that is in any way related to, arises out of or is connected in any way with the Released Claims.