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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,
Plaintiff,

v.

DONALD STERLING, individually, in
his capacity as trustee for the Sterling
Family Trust, and doing business as
Beverly Hills Properties; ROCHELLE
STERLING, individually and in her
capacity as trustee for the Sterling
Family Trust; STERLING FAMILY
TRUST; and THE KOREAN LAND
COMPANY, L.L.C.,
Defendants.

CONSENT ORDER

Case Nos.: 06-4885 DSF (Ex);
06-7442 DSF (Ex); and
07-7234 DSF (Ex)

Judge: Hon. Dale S. Fischer
United States District
Judge
(Courtroom 840)

1 KEVIN TYRRELL; KAREN HARRIS-
2 TYRRELL; A.H.T., minor, and E.H.T.,
3 minor, each by their guardian ad litem
4 KAREN HARRIS-TYRRELL,
5 Plaintiffs,

6 v.

7 DONALD STERLING, individually, in
8 his capacity as trustee for the Sterling
9 Family Trust, and doing business as
10 Beverly Hills Properties; ROCHELLE
11 STERLING, individually and in her
12 capacity as trustee for the Sterling
13 Family Trust; STERLING FAMILY
14 TRUST; and THE KOREAN LAND
15 COMPANY, L.L.C.,
16 Defendants.

17 DARRELL RHODES; MARY
18 RHODES; J.R., minor, M.R., minor,
19 and D.R., minor, each by their guardian
20 ad litem DARRELL RHODES,
21 Plaintiffs,

22 v.

23 DONALD STERLING, individually, in
24 his capacity as trustee for the Sterling
25 Family Trust, and doing business as
26 Beverly Hills Properties; ROCHELLE
27 STERLING, individually and in her
28 capacity as trustee for the Sterling
Family Trust; STERLING FAMILY
TRUST; and THE KOREAN LAND
COMPANY, L.L.C., and DOES 1
THROUGH 10,
Defendants.

1 **I. INTRODUCTION**

2 1. The United States filed its complaint against Defendants (“Defendants”) on
3 August 7, 2006, alleging violations of the Fair Housing Act (“FHA”), Title VIII
4 of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act
5 of 1988, 42 U.S.C. §§ 3601 et seq. (the “U.S. Action”).

6 2. Kevin Tyrrell, Karen Harris-Tyrrell, and A.H.T., minor, and E.H.T., minor, each
7 by their guardian ad litem Karen Harris-Tyrrell (collectively, “Tyrrells”), filed
8 their complaint on November 27, 2006, alleging violations of the Fair Housing
9 Act (“FHA”), Title VIII of the Civil Rights Act of 1968, as amended by the Fair
10 Housing Amendment Act of 1988, 42 U.S.C. §§ 3601 et seq., the Civil Rights
11 Action of 1866, 42 U.S.C. § 1982, California Fair Employment and Housing Act,
12 California Government Code § 12955, et seq., California Unruh Civil Rights Act,
13 California Civil Code § 51, et seq., California Business and Professions Code §
14 17200, California Code of Civil Procedure §§ 1159 and 1160, Los Angeles
15 Municipal Code §§ 151.04, 151.09, 151.10 and 161.1201, California Civil Code
16 §§ 44-46, 789.3, 827, 1499, 1512, 1927, 1940.2, 1941.1, 1942.4, 1924.5, 1942.6,
17 1947.11, 1927, and 1954, California Health and Safety Code § 17900, et seq., and
18 California Constitution, art. I, §2(a) (the “Tyrrell Action”).

19 3. Darrell Rhodes, Mary Rhodes, and J.R., minor, M.R., minor, and D.R., minor,
20 each by their guardian ad litem Darrell Rhodes (collectively, “Rhodes”), filed
21 their complaint on November 2, 2007, alleging violations of the Fair Housing Act
22 (“FHA”), Title VIII of the Civil Rights Act of 1968, as amended by the Fair
23 Housing Amendment Act of 1988, 42 U.S.C. §§ 3601 et seq., the Civil Rights
24 Action of 1866, 42 U.S.C. § 1982, California Fair Employment and Housing Act,
25 California Government Code § 12955, et seq., California Unruh Civil Rights Act,
26 California Civil Code § 51, et seq., California Business and Professions Code §
27 17200, California Code of Civil Procedure §§ 1159 and 1160, Los Angeles
28 Municipal Code §§ 151.04, 151.09, 151.10 and 161.1201, California Civil Code

1 §§ 44-46, 789.3, 827, 1499, 1512, 1927, 1940.2, 1941.1, 1942.4, 1924.5, 1942.6,
2 1947.11, 1927, and 1954, California Health and Safety Code § 17900, et seq.,
3 California Penal Code § 484(a), and California Constitution, art. I, §§ 1 and 2(a)
4 (the “Rhodes Action”).

5 4. The U.S. Action, the Tyrrell Action, and the Rhodes Action shall hereinafter be
6 referred collectively as “the Actions”. The Actions were consolidated for
7 discovery by this Court. The Court hereby consolidates the Actions for the
8 purpose of entering and enforcing this Consent Order.

9 5. Defendants, and each of them, deny violating the FHA or engaging in any
10 wrongful conduct of any type or nature as alleged in the Actions. Defendants,
11 and each of them, further deny discriminating against any tenant or prospective
12 tenant on the basis of race, color, national origin or familial status. This Consent
13 Order is a compromise of disputed claims, and is not to be construed as an
14 admission of liability on the part of Defendants, by whom liability is expressly
15 denied.

16 6. At all times relevant to this case, the Defendants owned and/or managed multi-
17 family residential rental properties located in Los Angeles County, California.

18 7. The Parties desire to fully and finally settle the Actions to avoid costly and
19 protracted litigation and agree that the claims against Defendants should be
20 settled as set forth in this Consent Order without incurring the time and expense
21 of further litigation. Therefore, without any admission of any liability or any
22 wrongdoing, the Parties have agreed to the entry of this Consent Order.

23 THEREFORE, IT IS HEREBY ORDERED:

24 **II. JURISDICTION AND SCOPE**

25 8. The Court has subject matter jurisdiction over the claims in the Actions pursuant
26 to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. § 3614(a).

27 9. The provisions of this Consent Order shall be binding on Defendants, their heirs,
28 successors and assigns, and their agents and employees (including, but not limited

1 to, all employees or agents of Beverly Hills Properties) with respect to the Los
2 Angeles County Residential Rental Properties. For purposes of this Consent
3 Order, the “Los Angeles County Residential Rental Properties” shall refer to the
4 119 buildings comprising approximately 5,706 dwelling units that Defendants
5 currently own or manage, and any additional properties that Defendants otherwise
6 acquire or manage, in Los Angeles County during the term of this Consent Order.
7 The provisions of this Consent Order shall cease to apply to any Los Angeles
8 County Residential Rental Property if Defendants sell or otherwise transfer a
9 majority interest to a third party unaffiliated with any of the Defendants and
10 Defendants cease to have management responsibilities in such property.
11 Defendants shall provide to the United States, by facsimile and first class mail,
12 written notice of its sale or transfer and the identity of the buyer or transferee.

13 **III. GENERAL INJUNCTION**

14 10. Defendants, with respect to the Los Angeles County Residential Rental
15 Properties, are hereby enjoined from:

- 16 a. Refusing to rent a dwelling, refusing or failing to provide or offer
17 information about a dwelling, or otherwise making unavailable or denying
18 a dwelling to persons because of race, color, national origin or familial
19 status;
 - 20 b. Discriminating against any person in the terms, conditions, or privileges of
21 rental of a dwelling or in the provision of services or facilities in
22 connection therewith, including engaging in any harassment or
23 intimidation, because of race, color, national origin or familial status;
 - 24 c. Making, printing, publishing, or causing to be made, printed or published,
25 any notice, statement, or advertisement with respect to the rental of a
26 dwelling that indicates any preference, limitation, or discrimination on the
27 basis of race, color, national origin or familial status;
- 28

- 1 d. Misrepresenting the availability of units based on race, color, national
2 origin or familial status; and
- 3 e. Coercing, intimidating, threatening or interfering with any person in the
4 exercise or enjoyment of, or on account of his having exercised or enjoyed,
5 or on account of his having aided or encouraged any other person in the
6 exercise or enjoyment of any right protected by the FHA.

7 **IV. AFFIRMATIVE RELIEF**

8 11. Application and Tenancy Procedures: Defendants shall comply with the
9 procedures contained in this Consent Order with respect to the rental of dwellings
10 at the Los Angeles County Residential Rental Properties to ensure compliance
11 with the FHA and to ensure that these dwellings are made available for rent on an
12 equal basis and on the same terms and conditions for all persons, irrespective of
13 race, color, national origin or familial status.

14 12. Nondiscrimination Policy: Within thirty (30) days of the entry of this Consent
15 Order, Defendants shall submit their existing written Nondiscrimination Policy
16 for approval to the United States¹. Within fourteen (14) days of the United
17 States' approval of the Nondiscrimination Policy, the Defendants shall distribute
18 any modified Nondiscrimination Policy. During the term of this Consent Order,
19 if Defendants wish to modify or alter the Nondiscrimination Policy, they shall
20 submit the proposed changes to counsel for the United States for review and
21 approval.

22 13. Uniform and Nondiscriminatory Procedures: Within thirty (30) days of the entry
23 of this Consent Order, Defendants shall submit for approval to the United States
24 Uniform and Nondiscriminatory Procedures in connection with:

26 ¹ For purposes of this Order, all submissions to the United States or its counsel should be submitted
27 to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of
28 Justice, 950 Pennsylvania Avenue, N.W. - G Street, Washington, DC 20530. Attn. DJ # 175-12C-601.

- 1 a. receiving, handling, processing, rejecting, and approving rental inquiries
- 2 and applications made in-person, by telephone, by mail, or by other means;
- 3 b. assigning prospective tenants to new units; and
- 4 c. transferring existing tenants to different units.

5 Within fourteen (14) days of the United States' approval of the Uniform and
6 Nondiscriminatory Procedures, Defendants shall implement such Uniform and
7 Nondiscriminatory Procedures. During the term of this Consent Order, if
8 Defendants wish to modify or alter the Uniform and Nondiscriminatory
9 Procedures, they shall submit the proposed changes to counsel for the United
10 States for review and approval. The Uniform and Nondiscriminatory Procedures
11 shall be consistent with the practices and procedures outlined in paragraphs 14-
12 18.

13 14. Vacancy Reports: Defendants shall maintain current, accurate vacancy reports of
14 all dwellings available or expected to be available for rental within the next thirty
15 (30) days ("Vacancy Report"), which include for each dwelling:

- 16 a. The address, apartment number, and number of bedrooms;
- 17 b. Whether the apartment is vacant and, if not, the date that the apartment is
18 scheduled to be vacant; and
- 19 c. Whether the apartment is available to be moved into and, if not, the date
20 that it is expected to be available for move-in.

21 The Vacancy Report shall be updated at least weekly and shall bear the date it
22 was issued or updated at the top.

23 15. Inquiry Logs: Within fifteen (15) days of the entry of this Consent Order,
24 Defendants shall maintain Inquiry Logs and request all persons who visit to
25 inquire about renting an apartment to sign the Inquiry Log, provide the date of
26 their visit, their name, their address, their telephone numbers, and the date by
27 when they wish to move. Defendants shall note on the Inquiry Log the dwelling
28 units the person was shown, if any, whether the person was given an application,

1 the name of the employee who attended to the individual inquiring about a
2 dwelling unit, and whether the visitor was referred to any other properties owned
3 or managed by Defendants.

4 16. Wait Lists: As of the date of entry of this Consent Order, Defendants shall offer
5 to any person that applies for an apartment or inquires about available apartments
6 that they may be added to a Wait List for the type(s) of apartment the applicant is
7 seeking. Defendants shall maintain for a eight (8) week period Wait Lists at each
8 apartment building containing the names of the individuals who wish to be
9 included on the Wait List. The Wait List shall also request information regarding
10 the applicant's current address, telephone number, and the size of the dwelling
11 unit the individual seeks. Defendants shall also indicate, for each applicant, the
12 time and date he or she was placed on the Wait List and the name of the employee
13 who received the applicant's application.

14 17. Rental Applications: Defendants shall write legibly on each rental application
15 filled out by a prospective tenant the month, day, year, and time that Defendants
16 received the application. Defendants shall review the applications in the order in
17 which they are received. To the extent Defendants reject any application for
18 housing, Defendants shall provide, either on the application or on an attachment
19 to the application, a written explanation why the applicant was not offered a
20 tenancy, any supporting documentation, and the name of the employee who made
21 the decision. Defendants shall attempt to notify such applicant of the rejection
22 and the reason therefor. Defendants shall permit all persons who inquire about
23 renting a dwelling unit the opportunity to apply for an apartment.

24 18. Information Provided to Prospective Applicants: Defendants shall advise all
25 persons who inquire about renting a dwelling that they may receive an application
26 to be filled out and, if an apartment of the type that the person requested is not
27 available, they shall be informed of the opportunity to be placed on a Wait List.
28

1 The application shall inform all persons on each application that they will be
2 treated equally, irrespective of race, color, national origin, or familial status.

3 **V. EDUCATIONAL PROGRAM**

4 19. Within one hundred and twenty (120) days of the entry of this Consent Order, all
5 agents or employees of the Defendants who have responsibility for showing,
6 renting, or managing dwellings at the Los Angeles County Residential Properties
7 shall attend and complete a fair housing training program, approved by the United
8 States, at the Defendants' expense. The training shall be conducted by a qualified
9 third party, (including but not limited to the Housing Rights Center), unconnected
10 to Defendants or their employees or officers, agents, or counsel. Defendants shall
11 notify the United States of the name, address and professional background of the
12 trainer that Defendants select at least thirty (30) days in advance of such training.
13 The United States may reasonably object to the trainer within ten (10) days of
14 receipt of the notice, in which case Defendants shall select an alternate trainer
15 acceptable to the United States. If no objection is received by the Defendants, the
16 trainer so selected shall stand approved.

17 20. The training shall include the following:

- 18 a. Informing each individual of his or her duties and obligations under this
19 Consent Order as well as under the FHA;
- 20 b. Furnishing to each individual a copy of Defendants' Nondiscrimination
21 Policy and Uniform and Nondiscriminatory Procedures identified in
22 Paragraphs 12 and 13;
- 23 c. Explaining how Defendants' policies and procedures are designed to
24 ensure that racial discrimination, national origin discrimination, and
25 familial status discrimination does not influence the process of providing
26 rental information to persons who make inquiries, the timing of making
27 decisions on rental applications, and the process of assigning applicants to
28 units;

1 d. Conducting a question and answer session for purposes of reviewing items
2 a through c above and confirming that all trainees understand items a
3 through c above; and

4 e. Securing a signed certification in the form of the statement attached hereto
5 as Appendix A-1, from each such individual indicating that he or she
6 attended the training and has received, read, and understood Defendants'
7 Nondiscrimination Policy and Uniform and Nondiscriminatory Procedures
8 identified in Paragraphs 11 through 18.

9 21. During the period in which this Consent Order is in effect, within thirty (30) days
10 of commencing an employment relationship, all employees of Beverly Hills
11 Properties who have responsibility for showing, renting, or managing dwellings
12 shall be given a copy of the written Nondiscrimination Policy and the Uniform
13 and Nondiscriminatory Procedures, and shall be required to sign the statement
14 appearing at Appendix A-2.

15 **VI. NOTIFICATION TO TENANTS AND PUBLIC**

16 22. Defendants shall:

17 a. Post and prominently display a full size HUD fair housing poster, HUD
18 Form 928.1, in a conspicuous location in or near the rental office or
19 apartment or other location used as a rental office at each of the Los
20 Angeles County Residential Rental Properties within thirty (30) days of the
21 date of this Consent Order;

22 b. Include the phrase "Equal Housing Opportunity" or the fair housing logo in
23 all rental advertising, including billboards, telephone directory listings,
24 radio, television, or internet; and

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- 1 c. Include the following written statement on all Defendants' Rental
2 Applications, Leases, Uniform and Nondiscriminatory Procedures, and
3 Inquiry Logs:

4 We are an equal opportunity housing provider. We do not
5 discriminate on the basis of race, color, national origin,
6 familial status, religion, marital status, or disability.

7 **VII. TESTING**

- 8 23. Defendants, in consultation with the United States, shall retain an independent
9 company or organization ("Testing Contractor"), approved by the United States,
10 to develop and implement a testing program to audit and monitor the Defendants'
11 compliance with the Fair Housing Act and this Order. The Testing Contractor
12 must have experience in conducting paired testing for potential civil rights
13 violations, including Fair Housing Act violations, and be wholly independent
14 from the Defendants. The testing program will consist of a total of 100 paired
15 tests of Defendants' Properties in the first year of this Order, and 75 paired tests
16 in the second and third years of the Order, for a total of 250 paired tests.
17 Defendants shall bear all costs, fees, and expenses associated with the
18 development and implementation of this testing program. The tests shall be
19 designed to determine whether Defendants are providing equal treatment to all
20 prospective applicants for housing.
- 21 24. Defendants shall enter into a contract with the Testing Contractor that is
22 consistent with the terms of this Order within ninety (90) days after the entry of
23 this Order. The contract shall oblige the Testing Contractor to provide an
24 adequate number of trained individuals to serve as testers to conduct the tests
25 described in Paragraph 23.
- 26 25. Test procedures developed by the Testing Contractor shall be submitted to the
27 United States for approval prior to the beginning of the testing program.
28

1 26. At no time shall any employee, agent or officer of Defendants be provided with
2 any information concerning the location, procedure, or test plan prior to the
3 completion of the test. At no time shall the Testing Contractor disclose to any
4 employee, agent, or officer of the Defendants the identities of individual testers,
5 or any information that would reveal the identities of individual testers; this
6 provision ensures that testers can continue to be used in compliance tests without
7 compromising the integrity of the testing process.

8 27. The results of all tests conducted by the Testing Contractor pursuant to this
9 section, along with supporting documentation, shall be reported to Defendants
10 and to the United States simultaneously within thirty (30) days of the conclusion
11 of completed tests. If the United States determines that testing results indicate a
12 possible violation of this Order, it shall notify Defendants of its concerns, and, to
13 the extent there is a dispute between the Parties as to whether or what corrective
14 action is required, the Parties shall use the dispute resolution procedures
15 described in paragraph 43.

16 28. The United States may take steps to monitor Defendants' compliance with the
17 Fair Housing Act and this Consent Order including, but not limited to, conducting
18 fair housing tests at any dwelling in which any Defendant, now or in the future,
19 has a direct or indirect ownership, management, or financial interest.

20 **VIII. RECORDKEEPING**

21 29. Throughout the duration of this Consent Order, Defendants shall preserve and
22 maintain the following:

- 23 a. Vacancy Reports;
- 24 b. Inquiry Logs;
- 25 c. Wait Lists;
- 26 d. Rental Applications;
- 27 e. Leases and Tenant Files;
- 28 f. Nondiscrimination policies;

1 g. Uniform Nondiscriminatory Procedures; and

2 h. Tenant rules and regulations.

3 **IX. REPORTING REQUIREMENTS**

4 30. Within one hundred twenty days (120) days of the entry of this Order, Defendants
5 shall submit the following records to counsel for the United States:

6 a. Copies of all written verifications of the training (see Appendix A)
7 conducted pursuant to the requirements set forth above;

8 b. Verification that the Los Angeles County Residential Rental Properties
9 display the Fair Housing Poster as required by the terms enumerated above;

10 c. Copies of any existing tenant rules and regulations;

11 d. A copy of the form of all of the documents required in Paragraph 29.

12 31. Beginning one (1) year after the entry of this Consent Order, and every one (1)
13 year thereafter for the duration of this Consent Order, except for the final
14 submission which shall be submitted two months before the termination of the
15 Consent Order, Defendants shall deliver to counsel for the United States: copies
16 of all written verifications of the training (see Appendix A) conducted pursuant to
17 the requirements enumerated in Paragraph 21 since the last submission.

18 Defendants shall also advise counsel for the United States, in writing, within
19 thirty (30) days of receipt of any lawsuit or any administrative complaint (other
20 than unlawful detainer complaints) against Defendants or against any of
21 Defendants' employees, agents or residential rental properties or dwellings,
22 regarding alleged discrimination based on race, color, national origin, or familial
23 status. This notification shall include a copy of the complaint (if possessed).

24 Upon request by the United States, Defendants shall provide any and all records
25 relating to such complaint. Defendants shall also advise counsel for the United
26 States, in writing, within fifteen (15) days of the resolution of any such complaint.

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1 **X. DAMAGES FOR AGGRIEVED PERSONS**

2 32. Within thirty (30) days of the entry of this Order, the Defendants shall pay a total
3 of \$2,625,000, which together with the other terms of this Consent Order, shall
4 constitute a full and final settlement of any and all claims alleged in the Actions.

5 33. The payment of \$2,625,000 (“Fund”) shall be made to a third party settlement
6 fund administrator selected by the United States (“Fund Administrator”). The
7 Fund Administrator shall be responsible for disbursing funds in accordance with a
8 separate order (“Disbursement Order”) submitted by the United States and
9 approved by the Court. The Disbursement Order shall set forth the amounts to be
10 paid to plaintiffs in these Actions and to other allegedly Aggrieved Persons
11 identified in the Disbursement Order. Defendants shall not have any right to
12 object to the terms of the Disbursement Order.

13 34. The fees of the Fund Administrator shall be paid from the Fund.

14 35. Any interest accruing to the Fund shall become a part of the Fund and be utilized
15 as set forth herein.

16 36. Prior to receiving any payment from the Fund, the recipient shall execute a
17 Release in the form attached as Appendix B for Aggrieved Persons. The parties to
18 the Tyrrell Action will execute a mutual release. Defendants shall be provided
19 with a copy of all executed Releases prior to distribution from the Fund to an
20 aggrieved person or plaintiff.

21 37. In the event that less than the total amount in the Fund including accrued interest
22 is distributed to aggrieved persons, the remainder shall be distributed consistent
23 with the terms of the Disbursement Order to a qualified organization(s) mutually
24 agreed upon by the United States and Defendants, subject to the approval of the
25 Court, for the purpose of conducting fair housing enforcement or educational
26 activities in Los Angeles County, with a particular focus on the City of Los
27 Angeles.
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1 38. Defendants shall permit the United States, upon reasonable notice, to review any
2 relevant records that may facilitate its determinations regarding the claims of
3 alleged aggrieved persons.

4 **XI. CIVIL PENALTY**

5 39. Defendants shall pay a total sum of \$100,000 to the United States as a civil
6 penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). Said sum shall be paid within
7 thirty (30) days of the date of entry of this Order by submitting a check to counsel
8 for the United States made payable to the United States of America.

9 40. By consenting to entry of this Consent Order, the United States and Defendants
10 agree that in the event Defendants engage in any future violation(s) of the Fair
11 Housing Act in any rental or management capacity beginning after entry of the
12 Consent Order, such violation(s) shall constitute a “subsequent violation”
13 pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

14 **XII. DURATION AND ENFORCEMENT OF CONSENT ORDER**

15 41. This Consent Order shall remain in effect for three (3) years from the date of the
16 entry of this Consent Order.

17 42. All claims and counterclaims of all Parties shall be dismissed with prejudice,
18 except that the Court shall retain jurisdiction over the Parties for the duration of
19 this Consent Order to enforce the terms of the Consent Order.

20 43. The United States and Defendants shall employ their best efforts to resolve any
21 differences that arise in the implementation or interpretation of this Consent
22 Order. If either party believes that the other party has violated this Consent
23 Order, the non-breaching party shall give written notice to the other party of the
24 alleged violation. The Parties shall meet and confer in an effort to resolve the
25 alleged violation. In the event that such meet and confer efforts fail, either party
26 may bring the matter to the Court’s attention for resolution. In the event of a
27 failure by either party to perform in a timely manner any act required by this
28 Order or otherwise to act in conformance with any provision thereof, the non-

1 breaching party may move this Court to impose any remedy authorized by law or
2 equity which may have been occasioned by either party's violation or failure to
3 perform.

4 44. The United States may move the Court to extend the duration of the Consent
5 Order in the interests of justice.

6 **XIII. TIME FOR PERFORMANCE**

7 45. Any time limits for performance imposed by this Consent Order may be extended
8 by the mutual written agreement of the Parties.

9 **XIV. COSTS OF LITIGATION**

10 46. Each party to this Consent Order shall bear its own costs and attorneys' fees
11 associated with this litigation.

12
13 **ORDERED** this 12 day of November, 2009:

14 
15 _____

16 HONORABLE DALE S. FISCHER
17 UNITED STATES DISTRICT JUDGE
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1 **SIGNATURE OF THE PARTIES**

2 The Parties consent to the entry of this Consent Order as indicated by the signatures of
3 counsel below:

4
5 For the United States Department of Justice:

6 on _____, 2009, by:

7 **GEORGE S. CARDONA**
8 Acting United States Attorney
9 Central District of California

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

10
11
12 **LEON W. WEIDMAN**
13 Chief, Civil Division
14 **KEVIN B. FINN**
15 Assistant United States Attorney
16 Calf. Bar No. 128072
17 Federal Building, Suite 7516
18 300 N. Los Angeles Street
19 Los Angeles, CA 90012
20 Fax: (213) 894-7327

STEVEN H. ROSENBAUM
Chief
TIMOTHY J. MORAN
Deputy Chief
JULIE J. ALLEN
R. TAMAR HAGLER
ANDREA K. STEINACKER
CHRISTOPHER J. FREGIATO
JENNIFER L. MARANZANO
LUCY G. CARLSON
Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., N.W. - G St.
Washington, D.C. 20530
Phone: (202) 514-4713
Fax: (202) 514-1116

1 FOR THE TYRRELLS:

2 on _____, 2009, by:

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4
5 _____
6 Christopher Brancart
7 Elizabeth Brancart
8 Brancart & Brancart
9 Post Office Box 686
10 Pescadero, CA 94060
11 cbrancart@brancart.com
12 Tel: (650) 879-0141
13 Fax: (650) 879-1103

14 FOR THE RHODES:

15 on _____, 2009, by:

16
17 _____
18 Paul J. Estuar
19 Litt, Estuar, Harrison & Kitson, LLP
20 1055 Wilshire Boulevard, Suite 1880
21 Los Angeles, CA 90017
22 rsobie@littlaw.com
23 Tel: (213) 386-3114
24 Fax: (213) 386-4585
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FOR DEFENDANTS:

Robert H. Platt	Date
Ileana M. Hernandez	

Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard
Los Angeles, CA 90064
rplatt@manatt.com
Tel: (310) 312-4221
Fax: (310) 312-4224

APPENDIX A-1

**Certification of Fair Housing Training Attendance And Acknowledgment of
Receipt of Nondiscrimination Policy and Uniform and Nondiscriminatory
Procedures**

I certify that I attended fair housing training on [Insert Date]. I attended the full training course provided on that date.

I also certify that I have received, read, and understood Beverly Hills Properties' Nondiscrimination Policy and Uniform and Nondiscriminatory Procedures.

Trainer's Name: _____

Trainer's Signature: _____

(Trainee's Signature)

(Print name)

(Trainee's Position)

(Date)

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APPENDIX A-2

**Acknowledgment of Receipt of Nondiscrimination Policy
and Uniform and Nondiscriminatory Procedures**

I certify that I have received, read, and understood Beverly Hills Properties' Nondiscrimination Policy and Uniform and Nondiscriminatory Procedures.

(Signature)

(Print name)

(Position)

(Date)

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APPENDIX B

Release of Claims

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3 That for and in consideration of the payment of _____
4 (\$ _____), and pursuant to the terms of the stipulated Consent Order between the
5 parties to the action set forth below (the “Consent Order”), _____ (“Releasor”), on
6 behalf of himself/herself hereby acknowledges full accord, satisfaction, and settlement
7 of any and all actions, causes of action, damages or claims of damage of every character
8 whatsoever, known or unknown, arising out of the facts and allegations contained in the
9 pleadings of *United States of America v. Donald Sterling, et al.*, Case No. 06-4885 DSF
(Ex), in the United States District Court for the Central District of California
(hereinafter “this action”).

10 Subject to the terms of the Consent Order, I hereby satisfy and settle the aforesaid
11 claims and hereby satisfy, release, and forever discharge Donald Sterling, Rochelle
12 Sterling, the Sterling Family Trust, and the Korean Land Company, their past, present
13 and future heirs, administrators, executors, assigns, employees, and agents
14 (“Defendants”) from any and all actions, causes of action, damages, or claims of
15 damage of every character whatsoever which I have or may claim or could have claimed
16 to have against Defendants, from the beginning of the World through and including the
17 date of this Release, arising out of the facts and allegations contained in this action.

18 The Parties intend this Release to be as broad as possible and to include all
19 present, past or future claims against Defendants for any and all actual compensatory,
20 punitive, statutory, or any other damages, including attorneys’ fees, costs, and expenses
21 in any way arising or connected with claims of housing discrimination against
22 Defendants that accrued prior to the date of this Order.

23 This settlement is intended to and does cover, but is not limited to, medical as
24 well as all other expenses, including but not limited to, pain and suffering, emotional
25 distress, relocation expenses, lost wages, lost earning capacity, loss of services, and any
26 and all other and further claims arising out of the facts and allegations contained in this
27 action from the beginning of the World through and including the date of this Release.
28 Said sum is also paid and received subject to the terms of the Consent Order, and in full
and final settlement of the causes of action set forth in this action. I acknowledge and
understand that, by signing this Release and accepting this payment, I am waiving any
right to pursue my own legal action based on the discrimination alleged by the United
States in this case. The undersigned declares that the terms of this Release have been
agreed to voluntarily for the purpose of making full and final compromise, adjustment,
and settlement of any and all claims, disputed or otherwise, on the account of the injury
or damages noted above and for the expressed purposes of precluding, forever, any
further additional claims against Defendants arising out of the matters alleged in this

1 Action from the beginning of the World through and including the date of this Release.

2 I also acknowledge that I am familiar with the provisions of California Civil Code
3 Section 1542 and expressly agree that the release set forth above constitutes a waiver
4 and release of any rights or benefits that may arise thereunder, to the full extent that
5 such rights or benefits may be waived. Section 1542 of the California Civil Code
6 provides:

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

12 Thus, notwithstanding the provisions of Section 1542, and for the purpose of
13 implementing a full and complete release and discharge of all claims arising out of this
14 action, I expressly acknowledge that this Release is also intended to include in its effect,
15 without limitation, all claims arising out of this action which I do not know or expect to
16 exist in my favor at the time of execution hereof, and that this Release contemplates the
17 extinguishment of any such claim or claims.

18 I further acknowledge that I have been informed that I may review the terms of
19 this Release with an attorney of my choosing, and to the extent that I have not obtained
20 that legal advice, I voluntarily and knowingly waive my right to do so.

21 I have read this Release, and acknowledge that I understood it fully and sign it
22 voluntarily.

23 _____
24 Signature

25 _____
26 Print Name

27 _____
28 Date