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

23 UNITED STATES OF AMERICA,  
24 Plaintiff,

25 v.

26 GARY LUKE, MARY NGO, and  
27 HOA NGO

28 Defendants.

SACV06-1109 JVS (MLGx)

**PROPOSED CONSENT DECREE**

1  
2 THE FAIR HOUSING COUNCIL  
3 OF ORANGE COUNTY, et al.  
4 Plaintiff,

5 v.

6 GARY LUKE, MARY NGO, and  
7 HOA NGO

8 Defendants.

) SACV07-0262 JVS (MLGx)

9 The United States filed this action on November 16, 2006, to enforce the  
10 provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as  
11 amended by the Fair Housing Act Amendments of 1988, 42 U.S.C. §§ 3601 *et seq.*

12 The suit was brought on behalf of Rafaela Alonso, Norberto Barranco, Graciela  
13 Barrera, Laura Castañeda, Maria Castañeda, Maria del Carmen Maldonado and  
14 The Fair Housing Council of Orange County (“Complainants”), pursuant to  
15 Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o). The United States  
16 alleges that Defendants denied housing to Hispanic tenants, in violation of 42  
17 U.S.C. §§ 3604 (a), (c), and (d). Specifically, the United States alleges that  
18 Defendants: terminated the leases of Hispanic tenants, in order to populate the  
19 subject property with Vietnamese tenants; made statements with respect to the  
20 rental of a dwelling that indicate a preference, limitation, or discrimination based  
21 on national origin; and misrepresented the availability of dwellings for rent, to  
22 Hispanic persons, while dwellings were, in fact, available and/or while at the same  
23 time telling Vietnamese persons about the availability of dwellings for inspection  
24 or rent. The United States further alleges that Defendants engaged in a pattern or  
25 practice of discrimination on the basis of national origin and/or a denial of rights  
26 to a group of persons, pursuant to Section 814 of the Fair Housing Act, 42 U.S.C.

1 § 3614. Defendants deny that they engaged in conduct in violation of the Fair  
2 Housing Act and further deny engaging in a pattern or practice of discrimination  
3 on the basis of national origin and/or a denial of rights to a group of persons.

4 On March 9, 2007, the private plaintiffs Fair Housing Council of Orange  
5 County, Inc., a California nonprofit corporation, Rafaela Alonso, Dominga  
6 Mendoza, minor, Graciano Barrera, minor, each by their guardian ad litem,  
7 Rafaela Alonso; Norberto Barranco, Monique Franklin, minor, Norberto Carrasco,  
8 minor, each by their guardian ad litem, Norberto Barranco; Anna Franklin;  
9 Graciela Barrera; Misael Pineda, minor, Rose Icela Sandoval, minor, each by their  
10 guardian ad litem, Graciela Barrera; Laura Castaneda; Carlos Castaneda, Sr.;  
11 Elizabeth Castaneda, minor, Carlos Castaneda, Jr., minor, Cynthia Canstaneda,  
12 minor, Destiny Arias, minor, Samantha Arias, minor, each by their guardian ad  
13 litem, Laura Castaneda; Maria Castaneda; Javier Castaneda, Sr.; Javier Castaneda,  
14 Jr.; Sara G. Castaneda; Noe Castaneda, minor, Naomi Castaneda, minor, each by  
15 their guardian ad litem, Maria Castaneda; and Maria Del Carmen Maldonado  
16 (hereinafter “Private Plaintiffs”), filed their Complaint in case number SACV07-  
17 0262, alleging violations of the federal Fair Housing Act and related state law  
18 claims. Specifically, Private Plaintiffs alleged that Defendants engaged in a  
19 pattern or practice of discrimination against Latino persons based on national  
20 origin by committing discriminatory housing practices in connection with the  
21 operation of the subject property located at 13172 and 12192 Adland Street,  
22 Garden Grove, California. Defendants deny that they engaged in conduct in  
23 violation of the Fair Housing Act and further deny engaging in a pattern or  
24 practice of discrimination on the basis of national origin.

25 On April 12, 2007, the private action, case number SACV07-0262, was  
26 consolidated with United States v. Luke, et al., case number SACV06-1109.  
27

1 On May 30, 2007, the Court granted the Private Plaintiffs permission to file  
2 a first amended complaint, adding Amelia Navidad as a plaintiff in case number  
3 SACV07-0262.

4 Defendant Gary Luke has been the co-owner of the rental property located  
5 at 13172 Adland Street, Garden Grove, CA, the owner of the rental property,  
6 located at 13192 Adland Street, Garden Grove, CA (hereafter “the subject  
7 properties”) and the manager of the subject properties during the time when the  
8 discriminatory actions took place. Defendant Mary Ngo has been the co-owner of  
9 13172 Adland Street during the relevant time frame alleged in the amended  
10 complaint, and the United States and the Private Plaintiffs allege that she has  
11 assisted in the management of the subject properties during such time. The United  
12 States and Private Plaintiffs further allege that Defendant Hoa Ngo has assisted in  
13 the management of the subject properties during the relevant time frame alleged in  
14 the amended complaint. Over the course of the past eight years, the Defendants  
15 also have owned, either collectively or independently, an additional seven rental  
16 properties located at: 910 Arden Pl. 1-4, Anaheim, CA; 13161 Jefferson St.,  
17 Garden Grove, CA; 9891 Belfast Drive, Garden Grove, CA; 12930 and 12940  
18 Sycamore Ave., Stanton, CA; and 2944 W. Floyd Ave., Anaheim, CA.

19 The parties have agreed that in order to avoid protracted and costly  
20 litigation, this controversy should be resolved without a trial or adjudication of the  
21 facts alleged by the United States and the Private Plaintiffs. Therefore, the parties  
22 consent to the entry of this Decree. By entering this Decree, the Defendants do not  
23 admit liability or wrongdoing. This agreement constitutes full resolution of the  
24 United States’ and Private Plaintiffs’ claims in this lawsuit.

25 **I. SCOPE AND TERM OF DECREE**

26 1. The Court has subject matter jurisdiction over the claims in this civil action  
27

1 pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and  
2 3614(a). The parties agree that the United States District Court for the  
3 Central District of California shall retain jurisdiction over this action for all  
4 purposes related to the enforcement of this Decree throughout its term.

5 2. The provisions of the Decree shall apply to Defendants, their employees,  
6 agents, assigns, successors-in-interest, and all persons in active concert or  
7 participation with them. The term 'successor-in-interest' shall not include  
8 any subsequent bona fide purchaser(s) of any properties currently or  
9 subsequently owned by Defendants who have no familial or business  
10 relationship to the Defendants.

11 3. This Decree is effective immediately upon its entry by the Court. For  
12 purposes of this Decree, the phrase "date of this Decree" shall refer to the  
13 date on which the Court adopts this document as an Order of the Court.

## 14 **II. INJUNCTION**

15 4. It is hereby ORDERED, ADJUDGED AND AGREED that Defendants,  
16 their agents, employees, successors, and all persons currently in active  
17 concert or participation with any of them, are hereby enjoined from:

18 A. Refusing to rent a dwelling unit, refusing to negotiate for the rental  
19 of, or otherwise making unavailable or denying a dwelling unit to any  
20 person because of national origin, in violation of 42 U.S.C. 3604(a);

21 B. Making, printing, or publishing, or causing to be made, printed or  
22 published, any notice, statement or advertisement, with respect to the  
23 rental of a dwelling that indicates a preference, limitation, or  
24 discrimination, or an intent to make such a preference, limitation, or  
25 discrimination, based on national origin, in violation of 42 U.S.C.  
26 § 3604(c); and  
27

1 C. Representing to any person, because of national origin, that any  
2 dwelling is not available for inspection, sale, or rental when such  
3 dwelling is, in fact, so available, in violation of 42 U.S.C. § 3604(d).

### 4 **III. TRAINING**

5 5. Defendants and all employees and agents whose duties, in whole or in part,  
6 involve the management or administration of any rental property owned or  
7 operated by Defendants shall undergo fair housing training pursuant to the  
8 terms Defendants have chosen and agreed to with the Private Plaintiffs, as  
9 set forth in Part VII, paragraph 20, of this Consent Decree. The training  
10 must cover the requirements of the Fair Housing Act, particularly as they  
11 pertain to discrimination on the basis of national origin. Those who attend  
12 the training shall be required to sign a certification confirming their  
13 attendance, in a form substantially equivalent to Exhibit A. The phrase  
14 “management or administration” includes, but is not limited to, providing  
15 receptionist or property management services; responding to inquiries about  
16 the availability of rental units; disseminating rental information; showing  
17 rental units; receiving applications and/or approving applicants for rental  
18 units; accepting rental payments; and/or advertising for the availability of  
19 rental units. Defendants represent that they do not currently have any  
20 individuals, whether paid or unpaid, performing managerial or  
21 administrative duties at their rental properties. However, should Defendants  
22 have any such agent or employee, whether paid or unpaid, performing such  
23 duties subsequent to entry of this Decree, Defendants shall abide by this  
24 provision.

### 25 **IV. PUBLIC NOTICE OF NONDISCRIMINATION POLICY**

26 6. Within ten (10) days of the date of entry of this Decree and throughout the  
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1 term of this Decree, Defendants shall post and prominently display an  
2 "Equal Housing Opportunity" sign in any rental offices owned or operated  
3 by Defendants, which sign indicates that all apartments are available for rent  
4 on a nondiscriminatory basis. If Defendants do not maintain a rental office,  
5 Defendants shall post and prominently display this sign on each property  
6 they own or operate in a laundry facility common to each building and  
7 accessible to all tenants and applicants. An 11 inch x 14 inch poster  
8 substantially equivalent to the reduced sample appended to this Decree as  
9 Exhibit B in English and Spanish will satisfy this requirement. Such poster  
10 shall be placed in a prominent, well-lit, and easily readable location.

- 11 7. Within ten (10) days of the date of entry of this Decree and throughout the  
12 term of this Decree, Defendants shall ensure that all advertising conducted  
13 for any rental property owned or operated by Defendants in newspapers,  
14 telephone directories, radio, television, the Internet, or other media, and all  
15 billboards, signs (including at the entrance to the property), pamphlets,  
16 brochures and other promotional literature, include either a fair housing  
17 logo, the words "equal housing opportunity provider," and/or the following  
18 sentence:

19 *We are an equal opportunity housing provider. We do not*  
20 *discriminate on the basis of race, color, national origin,*  
21 *religion, sex, familial status or disability.*

22 The words or logo should be prominently placed and easily legible.

- 23 8. Within thirty (30) days of the entry of this Consent Decree, Defendants shall  
24 provide a copy of this Consent Decree and the nondiscrimination policy  
25 (Exhibit C) to all their agents and employees whose duties, in whole or in  
26 part, involve the management or administration of any or all of the rental  
27

1 properties owned or operated by Defendants and shall secure the signed  
2 statement from each agent or employee acknowledging that he or she has  
3 received, read and understands the Consent Decree and nondiscrimination  
4 policy, and has had an opportunity to have questions about the Consent  
5 Decree and nondiscrimination policy answered. This statement shall be  
6 substantially in the form of Exhibit D. The phrase “management or  
7 administration” includes, but is not limited to, providing receptionist or  
8 property management services; responding to inquiries about the  
9 availability of rental units; disseminating rental information; showing rental  
10 units; receiving applications and/or approving applicants for rental units;  
11 accepting rental payments; and/or advertising for the availability of rental  
12 units. Defendants represent that they do not currently have any individuals,  
13 whether paid or unpaid, performing managerial or administrative duties at  
14 their rental properties. However, should Defendants have any such agent or  
15 employee, whether paid or unpaid, performing such duties subsequent to  
16 entry of this Decree, Defendants shall abide by this provision.

- 17 9. Within thirty (30) days of the entry of this Decree, Defendant shall provide  
18 to all tenants of rental properties owned or operated by Defendants a copy  
19 of the nondiscrimination policy (Exhibit C). Defendant shall also provide  
20 this policy to all prospective tenants at the time of application. Defendants  
21 shall make English, Spanish and Vietnamese versions available. In  
22 addition, Defendants shall provide a copy of appropriate United States  
23 Department of Housing and Urban Development (HUD) or Fair Housing  
24 Council of Orange County (FHCOC) brochures in English, Spanish, and  
25 Vietnamese to all tenants and prospective tenants, as well as California  
26 Department of Fair Employment and Housing (DFEH) brochures in English  
27



1 and Spanish.

2 **V. REPORTING AND RECORD-KEEPING REQUIREMENTS**

3 10. Within thirty (30) days after the training required by paragraph 5, above,  
4 and 20, below, Defendants shall provide to the United States the following:  
5 (1) the name(s), address(es) and telephone number(s) of the trainer(s); (2)  
6 copies of the training outlines and any materials distributed by the trainers;  
7 and (3) the certifications required by paragraph 5 executed by Defendants  
8 and covered employees and agents confirming their attendance, in a form  
9 substantially equivalent to Exhibit A.<sup>1</sup>

10 11. Within thirty (30) days of the entry of this Consent Decree, and thereafter  
11 on the anniversary of the entry of this Consent Decree, Defendants shall  
12 submit to the United States the signed statement of each agent and employee  
13 referred to in paragraph 8, except that the final report shall be submitted  
14 sixty (60) days prior to the anniversary of this Consent Decree.

15 12. For the duration of this Decree, Defendants shall send to the United States  
16 every six (6) months, a list of all tenants at the rental properties owned or  
17 operated by Defendants, with their last known address and telephone  
18 numbers, along with a list of all vacant units.

19 13. For the duration of this Consent Decree, Defendants shall preserve all  
20 records related to this Consent Decree and to all rental properties owned,  
21 operated or acquired by them. Such documents include, but are not limited  
22 to, advertisements, applications, leases, resident assessment materials,  
23

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24  
25 <sup>1</sup> All submission to the United States or its counsel shall be made to U.S.  
26 Department of Justice, Civil Rights Division, Housing and Civil Enforcement  
27 Section – NWB, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn:  
28 DJ No. 175-12C-609.

1 tenant files, policies and procedures, and inquiry logs. Upon reasonable  
2 notice to Defendants, representatives of the United States shall be permitted  
3 to inspect and copy any of Defendants' records or inspect any covered  
4 dwelling under Defendants' control at any and all reasonable times so as to  
5 determine compliance with the Consent Decree; provided, however, that the  
6 United States shall endeavor to minimize any inconvenience to Defendants  
7 from such inspections.

8 14. The provisions of paragraphs 12 and 13 apply to each Defendant with  
9 respect to properties in which he or she has an ownership interest. The  
10 failure of one Defendant to comply with these provisions will not be  
11 deemed to be a violation of the Consent Decree by any other Defendant,  
12 unless such other Defendant shares an ownership interest in the property  
13 with respect to which the requirements of the provisions were not met.

14 15. For the duration of this Decree, Defendants shall advise the United States in  
15 writing within fifteen (15) days after receipt of any fair housing  
16 discrimination complaint against Defendants or against any of Defendants'  
17 employees, agents, or officers. Such report shall include the date of the  
18 complaint, a description of the nature of the complaint, and contact  
19 information for the complaining party. Defendants shall also advise counsel  
20 for the United States, in writing, within fifteen (15) days after the resolution  
21 of any complaint.

22 16. For the duration of the Decree, Defendants shall provide any information  
23 reasonably related to compliance with this Decree that is requested by the  
24 United States.  
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<u>Private Plaintiffs</u>	<u>Amount</u>
Rafaela Alonso, Dominga Mendoza, minor, Graciano Barrera, minor, each by their guardian ad litem, Rafaela Alonso	\$22,000.00
Norberto Barranco, Monique Franklin, minor, Norberto Carrasco, minor, each by their guardian ad litem, Norberto Barranco, and Anna Franklin	\$22,000.00
Graciela Barrera, Misael Pineda, minor, Rose Icela Sandoval, minor, each by their guardian ad litem, Graciela Barrera	\$22,000.00
Laura Castaneda, Carlos Castaneda, Sr., Elizabeth Castandea, minor, Carlos Castaneda, Jr., minor, Cynthia Canstaneda, minor, Destiny Arias, minor, Samantha Arias, minor, each by their guardian ad litem, Laura Castaneda	\$22,000.00

1 Maria Castaneda, Javier Castaneda, \$22,000.00  
2 Sr., Javier Castaneda, Jr., Sara G.  
3 Castaneda, Noe Castaneda, minor,  
4 Naomi Castaneda, minor, each by their  
5 guardian ad litem, Maria Casteneda  
6 Maria Del Carmen Maldonado \$22,000.00  
7 Amelia Navidad \$22,000.00

8 **B. Affirmative Relief**

9 20. In addition to the other equitable terms stated in this decree, Defendants,  
10 their employees, agents and all others acting on their behalf agree to attend  
11 an annual fair housing training conducted by plaintiff Fair Housing of  
12 Orange County, Inc., once per year, for each year over a period of five  
13 years, and to pay the reasonable and customary cost of that training.

14 **C. Release**

15 21. The parties in the private action, Case No. SACV07-0262 shall execute  
16 mutual releases.

17 **VIII. CIVIL PENALTIES**

18 22. In order to vindicate the public interest, Defendants shall pay the United  
19 States the sum of THIRTY THOUSAND DOLLARS (\$30,000) in civil  
20 penalties. Defendants shall therefore forward a check for THIRTY  
21 THOUSAND DOLLARS (\$30,000), made payable to The United States  
22 Treasury, to counsel for the United States within forty-five (45) days of the  
23 entry of this Decree.

24 23. In the event that Defendants engage in any future violation(s) of the Fair  
25 Housing Act, such violation(s) shall constitute a "subsequent violation"  
26 pursuant to 42 U.S.C. § 3614(d).  
27

1 **IX. REMEDIES FOR NON-PERFORMANCE**

2 24. This Decree shall be in effect for a period of five (5) years from the date of  
3 this Decree. The Court shall retain jurisdiction for the duration of this  
4 Consent Decree to enforce the terms of the Decree, after which time the case  
5 shall be dismissed with prejudice. Plaintiff may move the Court to extend  
6 the duration of the Decree in the interests of justice, including on the basis  
7 that Defendants have failed to comply with the provisions of this Consent  
8 Decree.

9 25. The parties to this Consent Decree shall endeavor in good faith to resolve  
10 informally any differences regarding interpretation of and compliance with  
11 this Decree prior to bringing such matters to the Court for resolution.  
12 However, in the event of a failure by Defendants, whether willful or  
13 otherwise, to perform in a timely manner any act required by this Consent  
14 Decree or in the event of any other act violating any provision hereof, any  
15 party may move this Court to reopen the case and impose any remedy  
16 authorized by law or equity, including, but not limited to, an order requiring  
17 performance or non-performance of certain acts and an award of any  
18 damages, costs, and attorneys' fees which may have been occasioned by  
19 non-actions or actions.

20 **X. COSTS OF LITIGATION**

21 26. The United States and the Defendants shall each bear their own costs and  
22 attorneys' fees associated with this litigation.

23 **XI. TIME FOR PERFORMANCE**

24 27. Any time limits imposed by this Decree may be extended by mutual consent  
25 of the parties in writing.  
26  
27



1 The undersigned apply for and consent to the entry of this Decree:

2  
3 For the United States:

4 THOMAS P. O'BRIEN  
5 United States Attorney  
6 LEON W. WEIDMAN  
7 Chief, Civil Division  
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By:

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Fax: (202) 514-1116  
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18  
19  
20 For Plaintiffs Fair Housing Counsel of Orange County, et al.:

21  
22 \_\_\_\_\_  
23 Christopher Brancart  
24 Brancart and Brancart  
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cbrancart@brancart.com



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For Defendants Gary Luke and Mary Ngo:

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Christine Baran  
Fisher & Phillips, LLP  
18400 Von Karman Avenue  
Suite 400  
Irvine, CA 92612  
Tel: (949) 851-2424  
Fax: (949) 851-0152

For Defendant Hoa Ngo:

---

[insert attorney information as appropriate]

**EXHIBIT A**  
**EMPLOYEE CERTIFICATION**

On \_\_\_\_\_, 200\_\_, I, \_\_\_\_\_, was instructed by \_\_\_\_\_ with respect to my responsibilities under the Fair Housing Act. I understand my legal responsibilities and will comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

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**EXHIBIT B**

**FAIR HOUSING POSTER**



We do Business in Accordance With the Fair Housing Act  
(The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act  
of 1988)

IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF  
RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS  
(HAVING ONE OR MORE CHILDREN), OR NATIONAL ORIGIN

- In the sale or rental of housing or residential lots.
- In advertising the sale or rental of housing.
- In the financing of housing.
- In the appraisal of housing.
- In the provision of real estate brokerage services.
- Blockbusting is also illegal.

Anyone who feels he or she has been discriminated against should send a  
complaint to:

U.S. Department of Housing and Urban Development  
Assistant Secretary for Fair Housing and Equal Opportunity  
451 Seventh St. SW, Room 5204  
Washington, D.C. 20410-2000  
1 (800) 669-9777

or

U.S. Department of Housing and Urban Development  
Los Angeles Field Office  
611 W. Sixth Street, Suite 800  
Los Angeles, CA 90017  
(213) 894-8000



1  
2  
3 **EXHIBIT D**  
4 **EMPLOYEE ACKNOWLEDGMENT**

5 On \_\_\_\_\_, 200\_\_\_\_, I, \_\_\_\_\_, was instructed by  
6 \_\_\_\_\_ with respect to my responsibilities under the Consent  
7 Decree entered by the U.S. District Court in United States v. Gary Luke, Mary  
8 Ngo and Hoa Ngo, Case No. SACV 06-1109 JVS (MLGx) (C.D. Cal.),  
9 consolidated with Fair Housing Council of Orange County, et al. v. Gary Luke,  
10 Mary Ngo and Hoa Ngo, Case No. SACV 07-0262 JVS (MLGx) (C.D. Cal), and  
11 the federal Fair Housing Act. I was also instructed as to Gary Luke and Mary  
12 Ngo’s rental policies and procedures. I have received copies of and have read the  
13 Consent Decree and the nondiscrimination policy. I understand my legal  
14 responsibilities and will comply with those responsibilities.

15  
16  
17 \_\_\_\_\_  
Signature

18  
19 \_\_\_\_\_  
Print name

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21 \_\_\_\_\_  
Job Title

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23 \_\_\_\_\_  
Date

1 **EXHIBIT E**

2 **RELEASE**

3 In consideration for the parties' agreement to the terms of the Consent Decree  
4 entered in United States v. Gary Luke, Mary Ngo and Hoa Ngo, Case No. SACV 06-  
5 1109 JVS (MLGx), consolidated with Fair Housing Council of Orange County, et al.  
6 v. Gary Luke, Mary Ngo and Hoa Ngo, Case No. SACV 07-0262 JVS (MLGx), in the  
7 Central District of California, and the Defendants' payment to me of \$\_\_\_\_\_,  
8 I, \_\_\_\_\_, hereby agree, effective upon receipt of payment, to  
9 remise, release and forever discharge all claims of any kind, nature or description  
10 whatsoever, related to the facts at issue in the litigation referenced above, or in any  
11 way related to that litigation, and any other claims arising from alleged housing  
12 discrimination up to and including the date of execution of this release, that I may  
13 have against Defendants Gary Luke, Mary Ngo, and Hoa Ngo and their agents,  
14 employees, officers, heirs, executors, administrators, successors or assigns.

15 I acknowledge and understand that, by signing this Release and accepting this  
16 payment, I am waiving any right to pursue my own legal action based on the  
17 discrimination alleged by the United States in this case.

18 I also 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  
20 obtained legal advice, I voluntarily and knowingly waive my right to do so.

21 I waive any claims I may have against the United States arising out of this  
22 action.

23 This General Release constitutes the entire agreement between Defendants  
24 Gary Luke, Mary Ngo, and Hoa Ngo and me, without exception or exclusion.

25 I declare under penalty of perjury that the foregoing is true and correct.

26 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

27 \_\_\_\_\_  
28 Name

1 **RELEVO**

2 En consideración de los convenios y acuerdos hechos y reflejados en el Decreto  
3 por Consentimiento radicado en United States v. Gary Luke, Mary Ngo and Hoa Ngo,  
4 Número Civil SACV06-1109 JVS (MLGx), consolidado con Fair Housing Council  
5 of Orange County, et al. v. Gary Luke, Mary Ngo and Hoa Ngo, Número Civil SACV  
6 07-0262 JVS (MLGx), en el Distrito Central de California y en consideración por el  
7 pago hecho a mi por los demandados de \$ \_\_\_\_\_ dólares, yo \_\_\_\_\_  
8 por la presente, efectivo a la recepción del pago, descargo todos los reclamos,  
9 relacionados a los hechos en cuestión en la acción legal mencionada anteriormente  
10 y cualquier otro reclamo relacionado a esta acción legal y a otros reclamos que surjan  
11 de discrimin alegados en vivienda hasta el momento de la ejecución de este Relevo,  
12 que yo pueda tener contra los demandados Gary Luke, Mary Ngo y Hoa Ngo, sus  
13 agentes, empleados, representantes, herederos, administradores, sucesores o  
14 asignados.

15 Reconozco y entiendo que, al firmar este Relevo y al aceptar esta  
16 remuneración, renuncio cualquier derecho de iniciar mi propia acción legal basada  
17 en el discrimin alegado por los Estados Unidos en este caso.

18 También reconozco que he tenido la oportunidad de revisar las condiciones de  
19 este Relevo con un abogado elegido por mi y hasta tal punto que no he obtenido esa  
20 consulta legal, yo voluntariamente y con conocimiento renuncio mi derecho de  
21 hacerlo.

22 Renuncio cualquier reclamo que pueda tener en contra de los Estados Unidos  
23 que surjan de esta acción.

24 Este Relevo General constituye el acuerdo en su totalidad entre los  
25 demandados Gary Luke, Mary Ngo y Hoa Ngo y yo, sin excepción o exclusión.

26  
27 Juro bajo pena de perjurio que lo arriba expuesto es correcto y cierto.  
28



Ejecutado en este día \_\_\_\_ de \_\_\_\_\_, 200\_\_.

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\_\_\_\_\_  
Nombre