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APR 30 2009

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

AT 8:30
WILLIAM T. WALSH
CLERK

UNITED STATES OF AMERICA,)
Plaintiff,)
)
v.)
)
TRIPLE H. REALTY, LLC,)
HARRY KANTOR, AND)
VINCENT ORTIZ,)
Defendants.)

Case No. 3:06-CV-04703-FLW-TJB

CONSENT ORDER

Plaintiff United States and Defendants Triple H. Realty, LLC, Harry Kantor, and Vincent Ortiz (collectively, "the defendants") agree to the terms of this Consent Order resolving the Complaint filed by the United States.

Introduction

The United States filed its complaint on September 29, 2006, alleging violations of Sections 804(a), (b), (c); 814(a); and 818 of the Fair Housing Act, 42 U.S.C. §§ 3604(a), (b), (c); 3614(a); and 3617, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601-3619 (the "Act"). Specifically, the United States' Complaint alleges that the defendants have engaged in a pattern or practice of discrimination against persons on the basis of religion, race, color, or national origin in the operation of Cottage Manor Apartments ("Cottage Manor"), located at 113-123 Woehr Avenue, Lakewood, New Jersey.

Defendant Triple H. Realty, LLC, ("Triple H.") has owned and operated Cottage Manor at all relevant times prior to the filing of this lawsuit. Defendant Harry Kantor has been employed by Triple H. at all times relevant to this action. Until about March 2004, Defendant Kantor was in

charge of collecting and keeping track of rental payments and paying bills for Defendant Triple H. Beginning in about March 2004, Defendant Kantor has been the manager of Triple H. and responsible for the management of Cottage Manor. Until about March 2004, Shlomo Kanarek was the manager of Triple H. and responsible for the management of Cottage Manor and the oversight of Defendant Vincent Ortiz.¹ Until about June 2004, Defendant Vincent Ortiz was the field manager at Cottage Manor and handled tenancy matters including rent collection, court appearances, and maintenance at Cottage Manor, among other things.

In its Complaint, the United States alleged that the defendants:

- A. Made unavailable or denied a dwelling because of religion, race, color, or national origin, in violation of 42 U.S.C. § 3604(a);
- B. Discriminated in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of religion, race, color, or national origin, in violation of 42 U.S.C. § 3604(b);
- C. Made statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on religion, race, color, or national origin, in violation of 42 U.S.C. § 3604(c); and
- D. Coerced, intimidated, threatened or interfered with persons in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

The United States' Complaint also alleged that the defendants' conduct as described above

¹ On January 20, 2009, the United States filed a motion seeking leave to amend its original complaint to add Shlomo Kanarek as a defendant.

constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Act, and a denial to a group of persons rights granted by the Act, which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

The defendants deny that they violated the Act and specifically deny all of the allegations set forth above. The execution of this Consent Order is not, and is not to be considered as, an admission or finding of any violation of the Act. Rather, the parties herein have entered into this agreed Consent Order to resolve voluntarily this litigation and to avoid the risks and burdens of further litigation and trial. The parties have agreed that this Consent Order, as indicated by the signatures below, is intended to constitute a full and final resolution of all claims against the defendants, their agents, owners and employees for the alleged misconduct identified in the complaint and proposed amended complaint, including all claims for violating the Act based on religion, race, color, or national origin that were alleged or could have been alleged in this action pursuant to 42 U.S.C. § 3614(a). Therefore, it is **ORDERED, ADJUDGED, and DECREED** as follows:

I. General Injunction

1. The defendants, their agents, employees, successors, and all persons in active concert or participation with them are hereby enjoined, with respect to the rental of dwellings, from:
 - a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, or otherwise making unavailable or denying a dwelling to any person because of religion, race, color, or national origin;
 - b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling because of religion, race, color, or national origin;

- c. Making, printing, publishing, or causing to be made, printed, or published, any notice, statement, or advertisement with respect to the rental, sale, or ownership of a dwelling that indicates any preference, limitation, or discrimination on the basis of religion, race, color, or national origin; or
- d. Intimidating, threatening, or interfering with persons in the exercise of their rights under the Act or on account of persons having aided or encouraged any other person in the exercise of his or her rights under the Act.

II. Nondiscrimination Policies and Procedures

- 2. Defendant Triple H.'s and Defendant Vincent Ortiz's responsibilities under this Consent Order shall apply to "covered dwelling units," defined as the Cottage Manor Apartments and any other multi-family rental properties that Triple H. may acquire an ownership interest in during the duration of this Consent Order.
- 3. Defendant Harry Kantor's responsibilities under Sections I-VI and VIII-XII of this Consent Order shall apply to Cottage Manor, so long as Defendant Kantor continues to have management responsibilities, and to any other multi-family properties that Defendant Kantor may acquire an ownership interest in during the duration of this Consent Order.
- 4. Defendant Triple H. shall not employ Shlomo Kanarek or otherwise involve or utilize him, directly or indirectly, in the operation or management of any covered dwelling unit for the duration of this Consent Order. Neither shall Defendant Triple H. convey to Shlomo Kanarek any ownership interest in any covered dwelling unit for the duration of this Consent Order.
- 5. The defendants shall prepare and implement uniform, nondiscriminatory policies and

procedures ("Nondiscriminatory Policies and Procedures") regarding the rental of covered dwelling units that shall be applied equally to all tenants, actual and prospective, regardless of their religion, race, color, or national origin.

6. Within thirty (30) days of the entry of this Order, the defendants shall distribute the Nondiscrimination Policies and Procedures to all of their employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing any and all covered dwelling units. Thereafter, the defendants shall annually review these policies and procedures, along with a question and answer session, with all of the defendants' employees and agents and anyone acting under their direction relating to all covered dwelling units. The text of the Nondiscrimination Policies and Procedures shall include the policy set forth in Exhibit A hereto.

III. Notice to Public of Nondiscrimination Policies

7. Within thirty (30) days after the date of entry of this Consent Order, the defendants shall take the following steps to notify the public of their nondiscriminatory policies:
 - a. Prominently post at the Cottage Manor rental office and at all rental offices the defendants may currently or subsequently use for the rental of covered dwelling units, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
 - b. Whenever any covered dwelling unit is available, the defendants shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at any office used for the rental of the vacant dwelling and at that vacant dwelling's building. The sign or

notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable.

- c. With respect to any covered dwelling unit, include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by the defendants and their agents or employees in newspapers, flyers, handouts, telephone directories, and other written materials; on radio, television, or other media broadcasts; and on all billboards, signs, pamphlets, brochures, and other promotional literature. This requirement does not compel the defendants to advertise in any of these media, but does require compliance with this provision whenever the defendants so advertise. The words and/or logo shall be prominently placed and easily readable.
- d. Include the following phrase in the standard rental application and the standard rental agreement used for covered rental dwelling units, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).
- e. Within thirty (30) days of the entry of this Order, provide written notification to the designated organizations listed in Exhibit B, along with the name and address of all covered dwelling units owned or operated by the defendants, that the defendants rent apartments and that their policy is to rent apartments subject to uniform, nondiscriminatory standards to all qualified persons without regard to race, color, national origin, or religion.

IV. Mandatory Training

8. Within thirty (30) days of the entry of this Consent Order, the defendants shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to all of their employees and to each of their agents involved in showing, renting, managing, or maintaining any covered dwelling unit and secure the signed statement from each such employee or agent acknowledging that he or she has received and read the Order and the Nondiscrimination Policies and Procedures, has had the opportunity to have questions answered about the Order and Nondiscrimination Policies and Procedures, and agrees to abide by the relevant provisions of the Order and said policies and procedures. This statement shall be in the form of Exhibit C.
9. During the term of this Order, within five (5) days after each new employee is hired or after each new agent becomes involved in showing, renting, managing, or maintaining any covered dwelling unit, the defendants shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to said agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Order, has had the opportunity to have questions about the Order answered, has received and read the Nondiscrimination Policies Procedures, and agrees to abide by said polices and procedures and the relevant provisions of the Order. This statement shall be in the form of Exhibit C.
10. Within one hundred eighty (180) days from the date of entry of this Order, each individual defendant, each owner or officer of the corporate defendant (Triple H.) involved in management and administration, and all of the defendants' agents and employees involved in

showing, renting, or managing any covered dwelling units shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of religion, race, color, or national origin. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the defendants. The defendants shall obtain from the trainer certifications of attendance in a form acceptable to the United States, executed by each individual who received the training, confirming his or her attendance. This confirmation shall include the name of the course, the date the course was taken, and the length of the course and/or time within which the course was completed.

11. At a minimum, the training required in the preceding paragraph shall consist of the following:
 - a. instruction on the requirements of all applicable federal and state housing discrimination laws; and
 - b. a question and answer session for the purpose of reviewing the foregoing areas.

V. Processing Rental Applications, Record Keeping, and Compliance Testing

12. Processing Rental Applications

Within ninety (90) days from the date of entry of this Order, the defendants shall develop and implement, with respect to all covered dwelling units, objective, uniform, non-discriminatory standards and procedures for: the processing of applications, the establishment and maintenance of an Availability List, the establishment and maintenance of a Waiting List, a procedure for notifying people who are on the Waiting List about an available unit, and a procedure for deciding in a non-discriminatory manner which applicants

shall be permitted to rent available dwellings. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section. The standards and procedures shall be posted and prominently displayed in the Cottage Manor rental office and in any office of a covered dwelling unit where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a dwelling. For the duration of this Order, these rental standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before modifications are to take effect.

13. Record Keeping

With respect to the rental of covered dwelling units, within thirty (30) days from the date of this Order, the defendants shall ensure that each of the following is maintained and updated on a semi-monthly basis:

- a. An Availability List that includes the address and apartment number of each unit known to be available or reasonably expected to be available for rental within thirty (30) days; monthly rent for each such unit; security deposit for each such unit; the date the defendants or their agents or employees were first informed it would be available for rental, and the first date it would be available for rental or occupancy by a new tenant. The defendants and their agents/employees shall give a copy of the Availability List to each person who visits the rental office and inquires about the availability of rental dwellings. The defendants and their agents/employees shall notify each person who calls the rental office and inquires about the availability of

rental dwellings that the office maintains an Availability List that he or she can acquire by visiting the rental office and inquiring about the availability of rental dwellings;

- b. Guest Cards for all persons who visit or inquire about dwelling units at the rental office, containing information that indicates the date of the visit or inquiry, the visitor's name, address, daytime and evening telephone numbers, and the date on which they wish to move. The defendants shall note on the Guest Card the dwelling units the person was shown and whether the person was given an application. For such persons who visit the rental office of a covered dwelling unit, the defendants shall also note the race, color, or national origin of each person on the Guest Card, based on the defendants' or their employee's or agent's good-faith observation;
- c. A Waiting List for all persons who inquire by telephone or in person about renting a dwelling from the defendants and who are informed that there are no vacancies or available apartments to rent. This Waiting List shall indicate the date of the visit or telephone call, the visitor's name, address, daytime and evening telephone numbers, the date on which the person wishes to move and any other relevant information (such as a preference regarding the number of bedrooms). With regard to those who inquire in-person, the defendants shall note the race, color, or national origin of such individuals (based on the defendants' or their employee's or agent's good-faith observation). The defendants shall also note on the waiting list the date, time, and employee or other person who contacted any individual to inform him or her of any vacancies or available apartments, and the manner of each attempt to contact persons

on the list;

- d. A Rental Application Log that sets forth the name and race, color, or national origin of each applicant (based on the defendants' or their employee's or agent's good faith observation), whether the application for tenancy was approved or rejected, the building and unit number occupied for all approved applicants, and a detailed explanation for all rejected applications;
- e. A file of tenant maintenance requests, all of which must be made in writing by the tenant(s);
- f. A Maintenance Log setting forth, for all non-de minimus tenant maintenance requests (i.e. those requests that require a capital expenditure of twenty dollars (\$20) or more), the requestor, the date, the subject, and the applicable building and unit number for each maintenance request, as well as the date the maintenance request was addressed, and by whom;
- g. A file documenting all capital expenditures greater than three hundred dollars (\$300) made at covered dwelling units, including a record of where and when such expenditures were made; and
- h. A Rental Charge Log, updated monthly, that sets forth the rent charged for each unit.

14. Compliance Testing

The United States may take steps to monitor the defendants' compliance with this Order including, but not limited to, conducting fair-housing tests at any dwelling in which any defendant, now or in the future, has a direct or indirect ownership, management, or financial interest.

VI. Reporting Requirements for Defendant Triple H. Realty

15. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Order, Defendant Triple H. shall deliver to counsel for the United States² a report containing information about its compliance efforts during the preceding reporting period, including but not limited to:
- a. Copies of all mandatory training acknowledgments signed by Defendant Triple H., its agents and employees, and all certifications of attendance of each participant in such training, pursuant to Section IV of this Order;
 - b. Copies of all Availability Lists, Guest Cards, Waiting Lists, Rental Application Logs, Maintenance Logs, and Rental Charge Logs maintained pursuant to Section V of this Order;
 - c. Copies of lists setting forth the occupancy of each rental dwelling unit at Cottage Manor by address and apartment number, including the name and race, color, or national origin of each tenant (based on the defendants' or their employee's or agent's good faith observation) in that dwelling unit during the reporting period;
 - d. Photographs of each office in which rental activity is conducted, showing the fair housing signs required by Section III of this Order; and
 - e. An updated list of all covered dwelling units.

² All documents or other communications required by this Order to be sent to counsel for the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-48-279, United States Department of Justice, 950 Pennsylvania Avenue N.W. - G St., Washington, D.C. 20530, or as otherwise directed by the United States. If the Consent Order requires transmission by facsimile, the communication shall also be sent via facsimile to (202) 514-1116.

16. During the period in which this Order is in effect, Defendant Triple H. shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Order, including all rental applications, leases, and rental roll ledgers, maintenance requests, and occupancy lists as well as records relating to the transfer of interest in dwelling units as set out in Section X below. Upon reasonable notice to counsel for Defendant Triple H., representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendant Triple H. shall provide copies of such documents.
17. During the period in which this Order is in effect, Defendant Triple H. shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against it, its agents, or its employees regarding discrimination in housing on the basis of religion, race, color, or national origin. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. If the complaint is written, Defendant Triple H. shall provide the United States a copy of the complaint along with the notification. Defendant Triple H. shall also promptly provide the United States all information it may reasonably request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

VII. Reporting Requirements for Defendant Harry Kantor

18. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Order, Defendant Harry Kantor shall deliver to counsel for the United States a report containing the following information:
 - a. Copies of all mandatory training acknowledgments and all certifications of

attendance in fair-housing training signed by Defendant Kantor;

- b. A list of all properties that Defendant Kantor manages, maintains records for, or participates in the management of, including the name and address of each property and the names and address of each person or entity who has an ownership interest in each property.
19. During the period in which this Order is in effect, Defendant Kantor shall notify counsel for the United States in writing, within fifteen (15) days, of receipt of any written or oral complaint of discrimination regarding discrimination in housing on the basis of religion, race, color, or national origin involving any property that Defendant Kantor manages, maintains records for, or participates in the management of. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. If the complaint is written, Defendant Kantor shall provide the United States a copy of the complaint along with the notification. Defendant Kantor shall also promptly provide the United States all information it may reasonably request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

VIII. Compensation of Aggrieved Persons

20. Defendants Triple H. and/or Harry Kantor shall pay a total of one hundred and seventy thousand dollars (\$170,000.00) in monetary damages to persons whom the United States has identified as aggrieved persons.³ A list of such persons and the specific amount to be paid to

³ Defendants Triple H. and Harry Kantor are jointly and severably liable for all payments due under this Consent Decree.

each such person is attached as Exhibit D. Within ten (10) business days of the date of entry of this Consent Order, Defendants Triple H. and/or Harry Kantor shall deliver to counsel for the United States a check for each identified aggrieved person listed in Part I of Exhibit D, made payable to the aggrieved person for the amount listed next to their name in Part I of Exhibit D. Within ninety (90) business days of the date of entry of this Consent Order, Defendants Triple H. and/or Harry Kantor shall deliver to counsel for the United States a check for each identified aggrieved person listed in Part II of Exhibit D, made payable to the aggrieved person for the amount listed next to their name in Part II of Exhibit D.

21. No aggrieved person shall be paid until the United States has received from that person the signed release at Exhibit E. When counsel for the United States has received a check from Defendants Triple H. and/or Harry Kantor payable to an aggrieved person and a signed release in the form of Exhibit E from that aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for Defendants Triple H. and Harry Kantor, with a copy to counsel for Defendant Vincent Ortiz.

IX. Payment to Vindicate the Public Interest

22. Within one hundred and thirty-five (135) days after the entry of this Consent Order, Defendants Triple H. and/or Harry Kantor shall pay a total of thirty thousand dollars (\$30,000) to the United States as a payment to vindicate the public interest, pursuant to 42 U.S.C. 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury".

X. Transfer of Interest in Covered Dwelling Units

23. If, at any time during the term of this Consent Order, a defendant acquires a direct or indirect

ownership interest in any other dwelling unit (“acquiring defendant”), said unit shall become a “covered dwelling unit” subject to all relevant provisions of this Order. The acquiring defendant shall notify counsel for the United States within thirty (30) days of acquiring said interest. The notice shall include identification of the nature of the acquiring defendant’s interest in the property; the address; the number of individual dwelling units; the number of bedrooms in each unit; the names of any existing tenants; and the race, color, or national origin of each such tenant, based on the good-faith observation of the acquiring defendant or one of said defendant’s employees or agents. Along with this notice the acquiring defendant shall include a copy of the documents memorializing the transfer in interest and a copy of the lease for any existing tenant(s).

24. Transfer of Interest in a Dwelling Unit

- a. If at any time while this Order remains in effect, a defendant decides to transfer the entirety of its direct or indirect ownership or other financial interest in a covered dwelling unit (“transferring defendant”) to an unrelated party (“purchaser” or “transferee”) in an arms-length transaction,⁴ the transferring defendant shall take the following steps:
 - i. At least thirty (30) days prior to completion of the sale or transfer, provide to each prospective purchaser or other transferee a copy of this Order along with written notice that the subject dwelling unit (or units) is (are) subject to

⁴ For purposes of this Consent Order, “arms-length transaction” is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract.

Sections I–VI and IX–XI of the Order;

- ii. At least thirty (30) days prior to completion of the sale or transfer, provide to the United States, by facsimile and first-class mail, written notice of its intent to sell or otherwise transfer its interest in the dwelling unit(s), along with a copy of the notice sent to each prospective transferee, containing each prospective transferee's name, address and telephone number;
 - iii. Within thirty (30) days following completion of the sale or other transfer, provide to the United States by first-class mail a copy of the documents memorializing the transfer in interest of the dwelling unit(s);
 - iv. The transferring defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections I–VI and IX–XI of this Order for the duration of this Order, with respect to the subject dwelling unit(s);
 - v. If the transferring defendant complies with parts (i), (ii), (iii), and (iv) above and thereby transfers all of its ownership, management, or other financial interest in the dwelling unit(s) to the purchaser or other transferee, said defendant will thereafter be relieved of its obligations under Sections I–VI and IX–XI of this Order, but only with respect to the dwelling units in which all interest was so transferred. Said defendant shall otherwise remain liable for compliance with all sections of the Order and with respect to all other covered dwelling units.
- b. If the proposed transfer of interest is not an arms-length transaction, the transferring

defendant must comply with each requirement set out in the preceding subparagraph (a), parts (i), (ii), (iii), and (iv), above. In addition, the transferring defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections I–VI and IX–XI of this Order with respect to the relevant dwelling unit(s) for the duration of the Order. In addition, the transferring defendant shall otherwise remain liable for compliance with the Consent Order and with respect to all other covered dwelling units.

XI. Scope and Duration of Consent Order

25. The provisions of this Consent Order shall apply to all defendants, their employees, agents, successors, and all persons acting in active concert or participation with them.
26. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years.
27. The Court shall retain jurisdiction for the duration of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice.
28. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section XII below.

XII. Remedies for Non-Compliance, Time for Performance, and Modifications

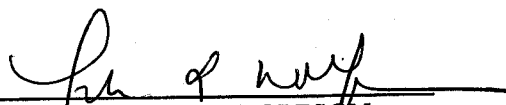
29. The United States may move the Court to extend the period in which this Order is in effect if any of the defendants violate one or more terms of the Order or if the interests of justice otherwise require an extension of the terms of the Order.
30. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified by written

agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective within thirty (30) days of filing the written agreement with the Court, and shall remain in effect for the duration of the Order or until such time as the Court indicates through written order that it has not approved the modification.

31. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by the defendants, whether willful or otherwise, to perform in a timely manner any act required by this Order or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by the defendants' violation or failure to perform.
32. The parties agree that in the event that any of the defendants engage in any future violation of the Act, such violation shall constitute a "subsequent violation" as to such defendant pursuant to 42 U.S.C. § 3614(d).

IT IS SO ORDERED:

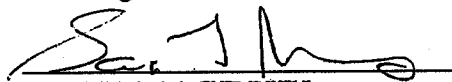
This 30th day of April, 2009.


JUDGE FREDA L. WOLFSON
UNITED STATES DISTRICT JUDGE

Respectfully submitted this 30th day of April, 2009.

For the United States:

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division



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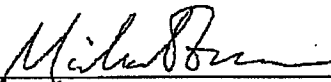
Eric Kniffin@usdoj.gov

For Defendant Triple H. Realty, LLC:



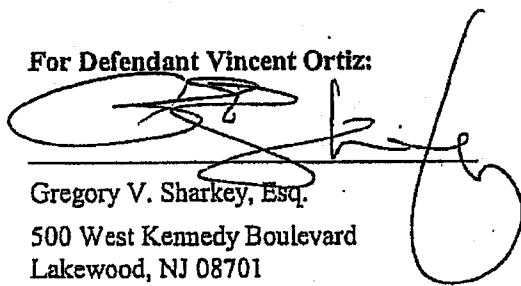
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Exhibit A

NONDISCRIMINATION POLICY

It is the policy of Triple H. Realty, LLC, to comply with Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status or sex. This policy means that, among other things, Triple H. Realty, LLC, and all its agents or employees with the responsibility for renting, managing or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of religion, race, color, or national origin. Such agents and employees may not:

A. Refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any renter because of religion, race, color, or national origin;

B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of religion, race, color, or national origin;

C. Make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination, or an intent to make such a preference, limitation or discrimination, based on religion, race, color, or national origin;

D. Represent to any person because of religion, race, color, or national origin that a dwelling is not available for rental when such dwelling is in fact available; or

E. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any agent or employee who fails to comply with this nondiscrimination policy will be subject to appropriate disciplinary action which may include termination and/or eviction. Any action taken by an agent or employee that results in the unequal service, treatment, or behavior to tenants on the basis of religion, race, color, or national origin may constitute a violation of state and federal fair housing laws.

Exhibit B

List of Organizations to Receive Notice from the Defendants

Ocean Community Economic Action Now, Inc.

40 Washington St.

Toms River, NJ 08753

Phone: 732-244-5333

<http://www.oceaninc.org/>

New Jersey Citizen Action

1 Municipal Plaza

Asbury Park, NJ 07712

Phone: 800-656-9637

Fax: 732-714-5386

Exhibit C

Employee/Agent Acknowledgment of Receiving and Reviewing Order and Nondiscrimination Policies and Procedures

I have received a copy of the Consent Order entered in United States v. Triple H. Realty, LLC, et al., Civil No. 3:06-CV-04703 (D.N.J.). I have also received a copy of my employer's [or contractor's] Nondiscrimination Policies and Procedures. The Consent Order and the Nondiscrimination Policies and Procedures were explained to me by my employer [or contractor], and all questions concerning these documents were answered. I have read and understood the Consent Order and the Nondiscrimination Policies and Procedures.

DATE

EMPLOYEE/AGENT NAME (PRINT)

EMPLOYEE/AGENT SIGNATURE

Exhibit D

List of Identified Aggrieved Persons and Amounts to be Paid

PART I

Gloria and Estaban Castro	\$ 19,000
Edilberto and Petra Romero	\$ 19,000
Denise Young	\$ 15,000
Florentina and Jose Resto	\$ 15,000
Cristina and Damian Edwards	\$ 11,000
Olivia Wilson	\$ 6,000

PART II

Gerardo Guncay and Ana Tapia	\$ 17,000
Leticia and Pablo Moran	\$ 17,000
Miseal Mellado	\$ 16,000
Margarita Velez	\$ 13,000
Maria Morales	\$ 7,000
Lorraine Pease	\$ 3,000
Gloria Sease	\$ 3,000
Alissa Morales (on behalf of herself and Atelma Vasquez)	\$ 3,000
Edgardo Marrero and Sigred Perez	\$ 3,000
Nancy Bowen	\$ 3,000

Exhibit E

Release

In consideration for the Parties' agreement to the terms of the Consent Order entered in United States v. Triple H. Realty, LLC, et al., Civil No. 3:06-CV-04703 (D.N.J.), and the defendants' payment to me of \$ _____, pursuant to the Consent Order, I hereby release and forever discharge all claims (including all alleged damages, costs and attorneys' fees) related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the housing discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against Triple H. Realty, LLC, all related entities, parents, predecessors, successors, subsidiaries and affiliates, and all of their past and present directors, officers, agents, managers, supervisors, shareholders and employees and their heirs, executors, administrators, successors or assigns, including Harry Kantor and Vincent Ortiz.

Executed this _____ day of _____, 2009.

[Print Name]

[Signature]