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United States of America

18 UNITED STATES DISTRICT COURT
19 FOR THE CENTRAL DISTRICT OF CALIFORNIA

20 UNITED STATES OF AMERICA,
21 Plaintiff,
22 v.

23 ABRAHAM KESARY and M&F
24 DEVELOPMENT, LLC,
25 Defendants.

No. CV 23-03615-MWF-AFM

[PROPOSED] CONSENT ORDER

Honorable Michael W. Fitzgerald
United States District Judge

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I. INTRODUCTION

1
2 1. Plaintiff United States of America (“United States”) and Defendants
3 Abraham Kesary (“Kesary”) and M&F Development, LLC (“M&F”) (“Defendants”)
4 (collectively, “the Parties”) have agreed that this action should be resolved without
5 further litigation. Therefore, the Parties have settled this matter, and consent to the entry
6 of this Consent Order (the “Order”), as shown by the signatures below.

7 2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and
8 1345, and 42 U.S.C. § 3614(a).

9 3. This Order constitutes a full resolution of all claims asserted against
10 Defendants by the United States in this action, and those claims the United States could
11 have asserted under the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 *et seq.* in this
12 action, as a result of any actions or inactions of Defendants.

II. DEFINITIONS

13
14 4. “Subject Property” means the apartment complex owned by M&F and
15 formerly managed by Kesary located at 445 South Western Avenue in Los Angeles,
16 California.

17 5. The “Effective Period” means a time period of no more than two (2) years
18 from the date the entry of this Order.

19 6. “Aggrieved Person” or “Aggrieved Persons” means (an) individual(s) who
20 claim(s) to have been injured by a discriminatory housing practice as defined in 42
21 U.S.C. § 3602(i). *See also* 42 U.S.C. § 3602(d).

22 7. “Independent Property Manager” is an individual or entity who is
23 experienced in managing rental properties and has no current or past employment,
24 financial, contractual, personal, or familial relationship with any Defendant in this
25 action.

26 8. “Contact or Communications,” as referred to in Paragraph 16, below,
27 includes, but is not limited to, physical contact, oral communications (either direct or by
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1 telephone), e-mails, faxes, written communications, text or instant messages, contacts
2 through social media, or other communications made through third parties.

3 9. “Property Management Responsibilities,” means showing or renting
4 housing units; processing rental applications; selecting tenants or participating in the
5 selection of tenants; performing or supervising repairs or maintenance; inspecting
6 dwelling units; collecting rent and fees; entering rental units; overseeing any aspects of
7 the rental process; or engaging in any other property-related activities that involve, or
8 may involve, personal contact with tenants or prospective tenants.

9 **III. RECITALS**

10 10. This action was filed on May 11, 2023, by Plaintiff United States of
11 America to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair
12 Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3631 (“FHA”). In its complaint,
13 the United States alleges that Defendants Kesary and M&F violated the FHA by
14 discriminating against tenants on the basis of sex. Compl., ECF No. 1. Specifically, the
15 complaint alleges that from at least 2012, Kesary, in his capacity as the former property
16 manager at the Subject Property, engaged in severe, pervasive, and unwelcome sexual
17 harassment of multiple female tenants. *Id.* at ¶¶ 9-13. The complaint also alleges M&F,
18 the owner of the Subject Property, is vicariously liable for the harassment. *Id.* at ¶ 15.

19 11. The United States alleges that Defendants’ conduct constitutes a pattern or
20 practice of resistance to the full enjoyment of rights granted by the FHA and a denial to a
21 group of persons of rights granted by the FHA that raises an issue of general public
22 importance. 42 U.S.C. § 3614(a).

23 12. The United States alleges that Defendants’ discriminatory conduct injured
24 female tenants. Such persons are Aggrieved Persons and have suffered damages as a
25 result of Defendants’ conduct.

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1 **ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

2 **IV. INJUNCTIVE RELIEF¹**

3 **A. Prohibition Against Discrimination and Retaliation Under the FHA**

4 13. Defendants, their officers, agents, employees, transferees, successors, heirs
5 and assigns, and all other persons or entities in active concert or participation with them,
6 agree to not:

- 7 a. Discriminate in the sale or rental, or otherwise make unavailable or
8 deny, a dwelling to any buyer or renter because they are a member of
9 a protected class under the FHA, including sex;
- 10 b. Discriminate against any person in the terms, conditions or privileges
11 of renting a dwelling unit, or in the provision of services or facilities
12 in connection therewith, because they are a member of a protected
13 class under the FHA, including sex;
- 14 c. Make, print, publish, or cause to be made, printed, or published any
15 notice, statement, or advertisement with respect to the rental of a
16 dwelling unit that states any preference, limitation, or discrimination
17 based on a protected class under the FHA, including sex; or
- 18 d. Coerce, intimidate, threaten, or interfere with any person in the
19 exercise or enjoyment of, or on account of having exercised or
20 enjoyed, or on account of having aided and encouraged any other
21 person in the exercise or enjoyment of, any right granted or protected
22 by the FHA, including by retaliating against any person exercising
23 her or his rights under this Order.

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27 ¹ The requirements applicable to M&F in Sections IV.C-F will also apply to
28 Kesary if it is established he has or acquires any direct or indirect ownership interest,
financial interest, managerial interest, or control interest in any residential rental
property.

1 **B. Prohibition Against Abraham Kesary’s Management of Residential Rental**
2 **Properties and Contact with “Aggrieved Persons”**

3 14. Kesary is permanently enjoined from directly or indirectly performing any
4 Property Management Responsibilities at the Subject Property or any other residential
5 rental property.

6 15. Kesary is permanently enjoined from entering the premises of any rental
7 dwelling in which he has or acquires any direct or indirect ownership interest, financial
8 interest, managerial interest, or control interest, except for the dwelling unit in which he
9 resides. This includes, but is not limited to, the dwelling units (whether occupied or
10 unoccupied), communal spaces, yards, parking areas, garages, and leasing offices. If
11 Kesary enters a rental dwelling in which he acquires any direct or indirect ownership
12 interest, financial interest, managerial interest or control interest, Kesary will notify the
13 United States in writing within five (5) days. Notification under this provision will
14 include Kesary’s reason prior to entering the premises for believing he needed to do so,
15 approximate beginning and end times Kesary was on the premises, any individuals he
16 spoke or had any contact with, and any actions he took while at the premises.

17 16. Kesary shall be permanently prohibited from purposefully or knowingly
18 engaging in Contact or Communications, either directly or indirectly, with any
19 Aggrieved Person identified by the United States in this action. Kesary shall refrain
20 from initiating any such Contact or Communication. If Kesary is contacted by an
21 Aggrieved Person, he shall immediately terminate such contact and inform the
22 Independent Property Manager of the contact in writing.

23 **C. Retention of an Independent Property Manager**

24 17. For as long as M&F owns, leases, manages², or has control over any
25 residential rental properties, all Property Management Responsibilities must be handled
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27
28 ² “Manage” includes providing *any* assistance with *any* Property Management Responsibilities.

1 by an Independent Property Manager. The United States has approved the current
2 Independent Manager and the Independent Manager's qualifications. M&F will ensure
3 that the Independent Property Manager and their employees or representatives who will
4 be performing duties with respect to M&F Properties are familiar with the requirements
5 of the FHA, particularly as they pertain to sexual harassment and other forms of sex
6 discrimination (including through the training required by Section IV.F, below), and this
7 Order.

8 18. To the extent M&F has a need to Contact or Communicate with current or
9 prospective tenants about matters related to rental of property, any such Contact or
10 Communication shall be made by or through the Independent Property Manager or their
11 representative.

12 19. If, after retaining an Independent Property Manager, M&F wishes to change
13 the Independent Property Manager for any reason, it shall seek advance written approval
14 from the United States. M&F shall not discontinue its arrangement with an Independent
15 Property Manager and retain a different individual or entity to serve as Independent
16 Property Manager prior to receiving the United States' approval during the Effective
17 Period.

18 **D. Implementation of Fair Housing Policies and Practices**

19 20. M&F shall implement, subject to the United States' approval, a written
20 policy prohibiting housing discrimination, including sexual harassment and other forms
21 of sex discrimination, as well as discrimination based on race, color, religion, national
22 origin, familial status, or disability (the "Policy"). The Policy shall include a formal
23 complaint procedure that identifies and provides contact information for the Independent
24 Property Manager who will receive complaints. A copy of this Policy shall be provided
25 to counsel for the United States within thirty (30) days of the entry of this Order for
26 approval.

27 21. Within five (5) days of notification from the United States to M&F that the
28 Policy is satisfactory to the United States, the Policy will go into effect at all M&F

1 Properties. M&F will provide all current and future tenants of M&F Properties with
2 copies of the Policy. Within ten (10) days of implementation of this Policy, M&F shall
3 confirm in writing to the United States that the Policy has been implemented. If, at any
4 time during the term of this Order, Defendants wish to amend the Policy, Defendants
5 shall obtain approval of any change or amendment to the Policy from the United States
6 in accordance with the procedure in Paragraph 20 prior to implementation of any
7 amended Policy.

8 22. For subsequently acquired M&F Properties, the Policy will go into effect
9 within thirty (30) days of the purchase, lease, or assumption of control of any such
10 property.

11 23. Within fifteen (15) days of the entry of this Order, M&F will post and
12 continue to display an “Equal Housing Opportunity” sign in the office or location where
13 any current or prospective tenants could be present at any M&F Properties. An 11-inch
14 by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy the requirement for
15 postings in offices and other confined spaces. M&F may use HUD Form 928, available
16 at: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>. Such posters shall
17 be placed in prominent, well-lit locations where they are easily readable.

18 24. All advertising conducted for M&F Properties in newspapers, telephone
19 directories, radio, television, Internet websites, social media, or other media, and all
20 billboards, signs (including at the properties), pamphlets, brochures, and other
21 promotional literature, must include either a fair housing logo, the words “equal housing
22 opportunity provider,” and/or the following sentences: “We are an equal opportunity
23 housing provider. We do not discriminate on the basis of race, color, national origin,
24 religion, sex, familial status, or disability.” The words or logo will be legible and
25 prominently placed.

26 **E. No Raising of Rents or Fees**

27 25. M&F and its agents, including the Independent Property Manager, may not
28 raise the rent or fees of any dwelling unit, or demand a deposit or other fee for a dwelling

1 unit at M&F Properties to off-set the costs incurred as a result of their compliance with
2 its obligations under this Order. Nothing herein shall be interpreted to prevent M&F
3 from raising rents or fees at any residential rental property in which it has an ownership
4 interest in the normal course of business.

5 **F. Educational Program**

6 26. Within one hundred twenty (120) days of the entry of this Order, M&F and
7 its employees and agents, including the Independent Property Manager described in
8 Paragraph 17, above, will attend training on the FHA, including but not limited to the
9 FHA's provisions related to sexual harassment. The trainer or training entity must be
10 qualified to perform such training, and must be unconnected to Defendants, their
11 employees, agents, or counsel. The trainer and training agenda must be approved in
12 advance by the United States. The training may be a live training provided by
13 videoconference (i.e. Zoom). M&F will bear the cost of any expenses associated with
14 this training.

15 27. M&F will obtain from the trainer or training entity a separate certificate of
16 attendance signed by each individual who attended the training. The certificates shall
17 include the name of the course, the date the course was taken, the subject matter covered
18 in the course, and the length of the course and/or time within which the course was
19 completed. M&F will also obtain Certifications of Attendance in the form of Appendix
20 A executed by each individual who received training, confirming their attendance. M&F
21 will send a copy of executed Certificates in the form of Appendix A to counsel for the
22 United States in accordance with their reporting obligations described in Paragraph 44.d.

23 28. All agents or employees of M&F hired after the training described in
24 Paragraph 26 has occurred shall, within thirty (30) days of commencing an employment
25 or agency relationship with any of M&F or the Independent Property Manager, be
26 provided the training.

27 29. Within ten (10) days of the entry of this Order, all employees and agents of
28 M&F who are involved in any way in the operation of M&F's rental business shall be

1 given a copy of this Order and shall be provided an opportunity to have any related
2 questions answered.

3 30. Within ten (10) days of the commencement date of any new employee or
4 agent who becomes involved in any way in the operation of M&F's rental business, they
5 shall be given a copy of this Order and shall be provided an opportunity to have any
6 related questions answered.

7 **V. MONETARY DAMAGES AND OTHER RELIEF FOR AGGRIEVED**
8 **PERSONS**

9 31. Within fifteen (15) days after the entry of this Order, M&F will deposit in
10 an interest-bearing escrow account a total of One Hundred Twenty Thousand Dollars
11 (\$120,000.00) for the purpose of paying monetary damages to Aggrieved Persons
12 (hereinafter "Settlement Fund").

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

15 33. Defendants shall be solely responsible for any taxes assessed or owed on
16 any interest earned on money deposited pursuant to Paragraph 32, above.

17 34. Within sixty (60) days of the entry of this Order, the United States will
18 conclude its search for Aggrieved Persons and provide Defendants with a final list of
19 Aggrieved Persons and the amount of damages that should be paid to each Aggrieved
20 Person. Defendants will not contest, in this or any other proceeding, the United States'
21 determinations regarding the Aggrieved Persons or their designated compensation. The
22 United States has obtained or will obtain sworn statements from each Aggrieved Person
23 setting forth the factual basis of their claim.

24 35. Within fifteen (15) days after receiving the determinations from the United
25 States, Defendants shall deliver to counsel for the United States a separate check payable
26 to each Aggrieved Person for the designated amount by overnight delivery to:

27 Chief
28 c/o Lauren Marks

1 Housing and Civil Enforcement Section
2 Civil Rights Division
3 United States Department of Justice
4 150 M St. NE, 8th Floor
5 Washington, D.C. 20001
6 Re: DJ #175-12C-678

7 36. The requirement to pay damages under this Section is a non-dischargeable
8 debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, M&F shall not seek to
9 discharge any part of this debt in bankruptcy.

10 37. When counsel for the United States has received a check from M&F
11 payable to an Aggrieved Person and a signed release in the form of Appendix B from the
12 Aggrieved Person, counsel for the United States shall deliver the check to the Aggrieved
13 Person and the original, signed release to counsel for M&F or to Defendants. No
14 Aggrieved Person shall be paid until she has executed and delivered to counsel for the
15 United States the release at Appendix B.

16 **VI. CIVIL PENALTY**

17 38. Within thirty (30) days of the entry of this Order, M&F will pay Ten
18 Thousand Dollars (\$10,000) to the United States Treasury as a civil penalty under 42
19 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment will be in the form
20 of an electronic funds transfer in accordance with written instructions to be provided by
21 counsel for the United States.

22 39. In the event that Defendants, their agents or employees engage in any future
23 violation of the FHA, such violation(s) shall constitute a “subsequent violation” under 42
24 U.S.C. § 3614(d)(1)(C)(ii) and shall be subject to further penalties.

25 **VII. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL 26 RENTAL PROPERTIES**

27 40. During the Effective Period, if either Defendant acquires a direct or indirect
28 management, ownership, financial, or controlling interest in any other residential rental
property, such property will be subject to the applicable provisions of this Order. Within

1 thirty (30) days of acquiring such an interest, that Defendant will notify counsel for the
2 United States of the nature of their interest in the dwelling or property; the address of the
3 property; the number of individual dwelling units at the property; and any other
4 information required under this Order. That Defendant will further provide the United
5 States with copies of official documents certifying the transfer in interest of the property.

6 41. If, prior to the entry of this Order, or at any time during the Effective Period
7 of this Order, either Defendant sells or transfers the Subject Property or any residential
8 rental property in which the Defendant has an ownership interest to a bona fide,
9 independent third-party purchaser in an arms-length transaction, such property will cease
10 to be subject to this Order. For purposes of this Order, a “bona fide, independent third-
11 party purchaser” is one with whom no Defendant in this action, and no member of M&F,
12 has any current or past financial, contractual, personal, or familial relationship. An
13 “arms-length transaction” is one that has been arrived at in the marketplace between
14 independent, non-affiliated persons, unrelated by blood or marriage, with opposing
15 economic interests regarding that transaction. A corporation or entity for which any
16 Defendant or member of M&F is an officer, partner, member, employee, or agent, or in
17 which any Defendant or member of M&F has an ownership, financial or controlling
18 interest, is not a “bona fide, independent third-party purchaser,” and any transaction
19 involving such a purchaser will not qualify as an “arms-length transaction.”

20 42. If, at any time during the Effective Period, any Defendant claims that their
21 obligations under this Order have been terminated or changed because they sold or
22 transferred one or more residential rental properties to a bona fide, independent third-
23 party purchaser in an arms-length transaction as defined in Paragraph 41, that Defendant
24 will inform the United States within thirty (30) days of such transaction and provide the
25 date of the sale or transfer, copies of official documents certifying the sale or transfer,
26 and contact information for the subsequent purchaser.

27 43. If any transfer of interest in all or a portion of any residential rental property
28 by any Defendant during the Effective Period is not an arms-length transaction as

1 defined in Paragraph 41, that Defendant will remain liable for any violation of this Order
2 related in any way to that property.

3 **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

4 44. Defendants shall provide to counsel for the United States notification and
5 documentation of the following events during the Effective Period:

- 6 a. Any change to rules or practices regarding the written policy against sexual
7 harassment or formal complaint procedure discussed in Paragraph 21,
8 within five (5) days of the change;
- 9 b. Any change to the Independent Property Manager, in accordance with
10 Paragraph 19;
- 11 c. Notice of the acquisition of a direct or indirect management, ownership,
12 financial, or controlling interest in any dwelling for rent, subject to
13 Paragraph 40, or transfer of any dwelling, subject to Paragraph 41;
- 14 d. Proof of completion of any training in accordance with Paragraphs 26 and
15 28, and certificates of attendance at the training described in Paragraph 27
16 and as reflected in Appendix A, within fifteen (15) days of such training;
- 17 e. Any information in their possession indicating that Defendants, or any of
18 their agents or employees, may be in violation of this Order within five (5)
19 days of such knowledge; and
- 20 f. Any written or oral complaint against either Defendant of which they are
21 aware, or any of Defendants' agents or employees, regarding discrimination
22 in housing within ten (10) days of receipt of such complaint by any
23 Defendant or employee or agent of Defendants. With respect to oral
24 complaints, each Defendant, or agent or employee of a Defendant, to whom
25 a complaint is made shall maintain a log in which they record the name of
26 the complainant; the address, telephone number, and email address, if
27 available, of the complainant; the date the complaint was received; the name
28 of Defendants' employee or agent who received the complaint; the name of

1 Defendants' employee or agent who is the subject of the complaint; the
2 name of the property involved in the complaint; and a general description of
3 the complaint. Defendants shall provide this information to the United
4 States within ten (10) days of receipt of the complaint. If the complaint is
5 written, Defendants shall also provide a copy of the written complaint to the
6 United States. Within fifteen (15) days of resolution of any complaint,
7 Defendants shall inform the United States of the resolution.

8 45. Within one hundred twenty (120) days of the entry of this Order, and every
9 six (6) months thereafter for the duration of the Effective Period, Defendants shall
10 deliver to counsel for the United States a report containing information about their
11 compliance efforts during the preceding reporting period, including but not limited to:

- 12 a. Certification that the Policy described in Paragraphs 20 and 21 has
13 been implemented, or, in reports subsequent to the initial report, that
14 such Policy remains in effect;
- 15 b. Photographs of each office or location in which rental activity is
16 conducted showing the "Equal Housing Opportunity" signs in the
17 locations at which they are posted, including the date on which the
18 photograph was taken, in accordance with Paragraph 23;
- 19 c. A list of all residential rental properties in which Defendants have a
20 direct or indirect management, ownership, financial, or controlling
21 interest;
- 22 d. Copies of any advertisements in the preceding six months, showing
23 the advertisements are published in accordance with Paragraph 24;
24 and
- 25 e. Written and sworn verification by Defendants that, during each
26 reporting period, all property management responsibilities at any
27 residential rental property owned and/or managed by either
28 Defendant and any properties listed in response to Paragraph 44.c

1 were performed by the Independent Property Manager or his or her
2 designee, as required by Section IV.C.

3 46. If Defendants do not own or manage any residential rental properties at the
4 time this report is due, the report must so indicate. Defendants shall submit a final report
5 to the United States no later than sixty (60) days before Effective Period.

6 47. Defendants shall preserve all records that are the source of, contain, or
7 relate in any way to their obligations under this Order. Upon reasonable notice to
8 counsel for M&F or to Kesary, Defendants shall permit representatives of the United
9 States to inspect and copy all such records at any and all reasonable times. If requested
10 by the United States, Defendants shall provide the United States with copies of such
11 documents.

12 48. Neither Defendant will be liable nor deemed to have violated any provisions
13 of this Order by virtue of the other Defendant's failure to comply with this Order.

14 **IX. ENFORCEMENT OF CONSENT ORDER**

15 49. The Court shall retain jurisdiction for the Effective Period to enforce its
16 terms, after which time the case shall be dismissed with prejudice. The United States
17 may move the Court to extend the duration of the Effective Period in the event of
18 noncompliance with any of its terms, whether intentional or unintentional, or if it
19 otherwise determines the interests of justice so require.

20 50. The United States may review compliance with this Order at any time,
21 including through conducting fair housing testing of Defendants and their properties.
22 Defendants agree to cooperate with the United States in any review of compliance.
23 Upon reasonable notice, Defendants will permit counsel for the United States to inspect
24 and copy all non-privileged records pertinent to this Order.

25 51. The Parties shall endeavor in good faith to resolve informally any
26 differences regarding interpretation of and compliance with this Order prior to bringing
27 such matters to the Court for resolution. However, in the event the United States
28 contends that there has been a failure by Defendants to comply with any provision of this

1 Order, or if the interests of justice so require, the United States may move this Court to
2 impose any remedy authorized by law or equity. Such remedies may include, but are not
3 limited to, the issuance of an order requiring performance of such act or deeming such
4 act to have been performed, and an award of damages, costs, and reasonable attorneys’
5 fees that may have been occasioned by the violation or failure to perform.

6 **X. TIME FOR PERFORMANCE AND MODIFICATIONS TO ORDER**

7 52. Any time limits for performance imposed by this Order may be extended by
8 mutual written agreement of the Parties without Court approval. Any other
9 modifications to the provisions of this Order must be approved by the Court. Any party
10 may move the Court to extend the term of this Order for good cause.

11 **XI. COSTS OF LITIGATION**

12 53. Except as otherwise provided in Paragraph 51, the United States and
13 Defendants will bear their own costs and attorneys’ fees associated with this litigation.

14 **XII. TERMINATION OF LITIGATION HOLD**

15 54. The Parties agree that, as of the entry of this Order, litigation is not
16 “reasonably foreseeable” concerning the matters described in this Order. To the extent
17 that any party has previously implemented a litigation hold to preserve documents,
18 electronically-stored information, or things related to the matters described above, that
19 party is no longer required to maintain such litigation hold. Nothing in this paragraph
20 relieves any party of any other obligations under this Order.

21 **IT IS SO ORDERED.**

22 Dated: _____
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25 _____
26 HONORABLE MICHAEL W. FITZGERALD
27 United States District Judge
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Dated: September 28, 2023

E. MARTIN ESTRADA
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Central District of California
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Chief, Civil Division
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Respectfully submitted,
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Deputy Chief
Housing and Civil Enforcement Section


LAUREN M. MARKS
Trial Attorney
Housing and Civil Enforcement Section

Attorneys for Plaintiff
United States of America

Dated: September 28, 2023

O'HAGAN MEYER


PARISA KHADEMI
DARREN PANG

Attorneys for Defendant
M&F Development, LLC

Dated: September 28, 2023


ABRAHAM KESARY
Defendant. Pro Se

APPENDIX A

CERTIFICATION OF TRAINING AND RECEIPT OF CONSENT DECREE

____ (please initial) I attended a training on the federal Fair Housing Act, which included training on the Act’s provisions related to sex discrimination, including sexual harassment prohibited by the Act. I have had all of my questions concerning these topics answered to my satisfaction.

____ I have also received a copy of the Consent Order entered in *United States v. Abraham Kesary, et al.*, Civil Action No. 23-03615-MWF-AFM, filed in the United States District Court for the Central District of California. I have read and understand the Consent Order and had an opportunity to have my questions about the Order answered. I understand my legal responsibilities under the Consent Order and will comply with those responsibilities. I further understand that the Court may impose sanctions on the Defendants in the underlying lawsuit if I violate any provision of the Order.

Name of the course: _____

Date the course was taken: _____

Length of the course (time within which the course was completed):

Date: _____

Employee/Agent Name (Print name and sign): _____

Employee/ Agent Signature: _____

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APPENDIX B

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. Abraham Kesary, et al.*, No. CV 23-03615-MWF-AFM (C.D. Cal.), and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Complaint in this lawsuit that I may have had against the Defendants for any of their actions or statements related to those claims through the date of the entry of the Consent Order.

Executed this _____ day of _____, 202_.

Signature

Print Name

Home Address

Home Address Continued

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