

1 KRISTEN CLARKE  
 Assistant Attorney General  
 2 SAMEENA SHINA MAJEED  
 Chief, Housing and Civil Enforcement Section  
 3 R. TAMAR HAGLER (CA Bar No. 189441)  
 Deputy Chief  
 4 ONESHIA S. HERRING (NC Bar No. 41308)  
 Trial Attorney  
 5 U.S. Department of Justice  
 Civil Rights Division  
 6 Housing and Civil Enforcement Section  
 150 M Street, NE, 8.1130 – 4 CON  
 7 Washington D.C. 20530  
 Telephone: (202) 353-4132  
 8 Facsimile: (202) 514-1116  
 E-mail: Oneshia.Herring@usdoj.gov

10 TRACY L. WILKISON  
 Acting United States Attorney  
 11 DAVID M. HARRIS  
 Chief, Civil Division  
 12 KAREN P. RUCKERT (CA Bar No. 315798)  
 Chief, Civil Rights Section  
 13 ACRIVI COROMELAS (CA Bar No. 298305)  
 Assistant United States Attorney  
 14 Federal Building, Suite 7516  
 300 North Los Angeles Street  
 15 Los Angeles, CA 90012  
 Telephone: (213) 894-2404  
 16 Facsimile: (213) 894-7819  
 E-mail: [Acrivi.Coromelas@usdoj.gov](mailto:Acrivi.Coromelas@usdoj.gov)

17 Attorneys for Plaintiff United States of America

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 19  
 20 UNITED STATES DISTRICT COURT  
 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 21 WESTERN DIVISION

22 UNITED STATES OF AMERICA,  
 23 Plaintiff,  
 24 v.  
 25 FILOMENO HERNANDEZ, RAMIN  
 26 AKHAVAN, BONNIE BRAE  
 INVESTMENT SERVICES LLC, and  
 27 WESTLAKE PROPERTY SERVICES LLC,  
 28 Defendants.

No. 2:20-cv-00327-DSF-AFM

**CONSENT DECREE**

Honorable Dale S. Fischer  
United States District Judge

1 **I. INTRODUCTION**

2 This action was filed by Plaintiff United States of America (“United States”) on  
3 January 13, 2020 to enforce Title VIII of the Civil Rights Act of 1968, as amended by  
4 the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3631 (“Fair Housing  
5 Act” or “FHA”).

6 The United States alleges that Defendant Filomeno Hernandez (“Hernandez”),  
7 Defendant Ramin Akhavan (“Akhavan”), Defendant Bonnie Brae Investment Services  
8 LLC (“Bonnie Brae”), and Defendant Westlake Property Services LLC (“Westlake”)  
9 (collectively, “Defendants”) have engaged in a pattern or practice of resistance to the full  
10 enjoyment of rights granted by the Fair Housing Act, and denied to a group of persons  
11 rights granted by the Fair Housing Act that raise an issue of general public importance.

12 The United States alleges that, from at least 2006 through the present, Defendant  
13 Hernandez has subjected female tenants of residential rental properties, which are owned  
14 by Defendants Akhavan, Bonnie Brae, and Westlake (collectively, “Owner  
15 Defendants”), to discrimination on the basis of sex, including severe, pervasive, and  
16 unwelcome sexual harassment, on multiple occasions.

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

19 Plaintiff United States and Defendants have agreed that the claims against  
20 Defendants should be resolved without further litigation. In so doing, Defendants neither  
21 admit nor deny any allegations contained herein or in the United States’ complaint. The  
22 Parties consent to the entry of this Consent Decree, as shown by the signatures below.

23 **Accordingly, it is hereby ADJUDGED, ORDERED and DECREED as**  
24 **follows:**

25 **II. INJUNCTIVE RELIEF**

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

27 1. Defendants, their officers, agents, employees, transferees, and successors  
28

1 are enjoined, with respect to the rental of units in the Subject Properties,<sup>1</sup> from:

- 2 a. Refusing to rent or sell a dwelling, refusing or failing to provide or  
3 offer information about a dwelling, refusing to negotiate for the rental  
4 or sale of a dwelling, or otherwise making unavailable or denying a  
5 dwelling to any person because of sex;
- 6 b. Discriminating against any person in the terms, conditions, or  
7 privileges of the rental of a dwelling, or in the provision of services or  
8 facilities in connection therewith, because of sex;
- 9 c. Making any statement, oral or written, in connection with the rental or  
10 sale of a dwelling, that expresses or indicates any preference,  
11 limitation, or discrimination, or an intent to make any such preference,  
12 limitation, or discrimination, on the basis of sex; or
- 13 d. Coercing, intimidating, threatening, or interfering with any persons in  
14 the exercise or enjoyment of, or on account of their having exercised or  
15 enjoyed, or on account of their having aided or encouraged any other  
16 person in the exercise or enjoyment of, any right granted or protected  
17 by the Fair Housing Act, including by retaliating against any persons  
18 exercising their rights under this Consent Decree.

19 **B. Prohibition Against Management of Residential Properties**

20 2. Upon entry of this Consent Decree, Defendant Hernandez’s employment as  
21 property manager at the Subject Properties is terminated. Within 90 days of the effective  
22 date of this Consent Decree, he is required to vacate his residence at 729 South Bonnie  
23 Brae Street in Los Angeles.

24 3. Defendant Hernandez is permanently enjoined from directly or indirectly  
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28 <sup>1</sup> “Subject Properties” are 720 South Westlake Avenue and 729 South Bonnie Brae Street in Los Angeles, California.

1 performing any Property Management Responsibilities<sup>2</sup> at the Subject Properties or at  
2 any residential rental property.

3 4. Except as permitted by Paragraph B.2, Defendant Hernandez is enjoined  
4 from entering the Subject Properties. This prohibition includes, but is not limited to,  
5 entry into any dwelling unit, office, basement, attic, communal space, yard, parking area,  
6 and garage.

7 **C. Prohibition of Contact with Aggrieved Persons, Witnesses, and Current or**  
8 **Prospective Tenants**

9 5. Defendants Hernandez and Akhavan (collectively, “Individual Defendants”)  
10 are enjoined from contacting or communicating,<sup>3</sup> either directly or indirectly, with any  
11 person identified by the United States as an Aggrieved Person (as defined below) in this  
12 action or a witness identified by the United States. Defendant Akhavan is permitted to  
13 contact or communicate with Aggrieved Persons or witnesses identified by the United  
14 States who reside in Bonnie Brae or Westlake as needed to perform Property  
15 Management Responsibilities, and any such contact or communication will be reported  
16 in Owner Defendants’ three month reports described in Section VI.

17 6. In the event that Defendants Hernandez or Akhavan inadvertently or  
18 unintentionally initiate any contact with any individual within the categories identified  
19 above, or another person initiates such contact between Defendants Hernandez or  
20 Akhavan and any such individual, Defendants Hernandez and Akhavan will immediately  
21 discontinue the contact or communication and take all reasonable steps to avoid any

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23 <sup>2</sup> “Property Management Responsibilities” include the following: showing or  
24 renting housing units; processing rental applications; performing or supervising repairs  
25 or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents;  
26 determining whom to rent to, whom to evict, and/or whose lease to renew or not renew;  
inspecting dwelling units; collecting rent and fees; entering rental units; overseeing any  
activities that involve, or may involve, personal contact with tenants or prospective  
tenants.

27 <sup>3</sup> Contact or communication includes, but is not limited to, physical contact, verbal  
28 contact, telephone calls, e-mails, faxes, written communications, text or instant  
messages, contacts through social media, or other communications made through third  
parties.

1 further contact or communication.

2 7. If Defendants Hernandez or Akhavan violate any of the provisions of this  
3 Consent Decree, the United States may seek any and all available remedies for those  
4 violations, including instituting a civil contempt proceeding.

5 **III. RETENTION OF INDEPENDENT PROPERTY MANAGER**

6 8. Within 30 days of the effective date of this Consent Decree, the Owner  
7 Defendants will retain an Independent Manager,<sup>4</sup> to be approved in writing in advance  
8 by the United States, to be the on-site property manager at the Subject Properties.  
9 Defendant Akhavan is permitted under this Consent Decree to manage the properties in  
10 conjunction with the on-site Independent Manager. For example, Defendant Akhavan is  
11 permitted to meet prospective tenants, process applications, help make decisions on to  
12 whom to rent, and collect rent. Defendant Akhavan may engage in these on-site  
13 management activities only during business hours on weekdays. Additionally, Defendant  
14 Akhavan is permitted to enter units to assess any problems in the units, except that  
15 Defendant Akhavan is not permitted to enter the unit of any Aggrieved Person or witness  
16 identified by the United States.

17 9. If, after retaining an Independent Manager, the Owner Defendants wish to  
18 change the Independent Manager for any reason, they shall submit the name of the  
19 prospective manager, in writing, to the United States for written approval at least 10 days  
20 prior to retaining the individual or entity.

21 10. Any Independent Manager retained in accordance with Paragraphs 8-9 shall  
22 be responsible for all Property Management Responsibilities (except those performed by  
23 Defendant Akhavan), including using the Independent Manager's name and telephone  
24 number for all rental advertisements.

25 11. The Independent Manager and Defendant Akhavan shall:  
26

27 \_\_\_\_\_  
28 <sup>4</sup> An "Independent Manager" is an individual or entity experienced in managing  
rental properties and who has no current or past employment, financial, contractual,  
personal, or familial relationship with Defendants.

- 1 a. Implement, subject to the United States’ approval, a written policy  
2 against sexual harassment, including a formal complaint procedure. A  
3 copy of this policy and procedure shall be provided to counsel for the  
4 United States within 30 days of the Owner Defendants’ retention of an  
5 Independent Manager as outlined in Paragraph 8 above. This policy  
6 and procedure will be implemented within five days of notification  
7 from the United States to the Owner Defendants that the policy and  
8 procedure are satisfactory to the United States. At that time, the Owner  
9 Defendants will direct the Independent Manager to notify all new and  
10 current tenants of the policy and procedure. Within 10 days of this  
11 direction, the Independent Manager shall certify in writing to the  
12 United States that the policy and procedure have been implemented  
13 and shall provide a list of all tenants notified in accordance with this  
14 paragraph. Thereafter, the policy and procedure will be distributed to  
15 all new tenants at the time of lease signing. The policy must be  
16 provided to current and new tenants in English and Spanish.
- 17 b. Ensure that any persons who will be performing any duties with  
18 respect to the Subject Properties are familiar with the requirements of  
19 the FHA, particularly as they pertain to sexual harassment and other  
20 forms of sex discrimination (including through the training required by  
21 Section V), the written sexual harassment policy implemented pursuant  
22 to Paragraph 11.a, and this Consent Decree.
- 23 c. Post an “Equal Housing Opportunity” sign in any rental office or  
24 location through which dwellings at the Subject Properties are rented,  
25 which indicates that all dwellings are available for rent on a  
26 nondiscriminatory basis. An 11-inch by 14-inch poster that comports  
27 with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will  
28 be placed in a prominent, well-lit location where it is easily readable.

1 The sign must be posted in English and in Spanish. Defendants may  
2 use HUD Form 928, available in English at:

3 <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.

4 HUD Form 928 is also available in Spanish at:

5 [https://www.hud.gov/sites/documents/FHEOPOSTER928SPANISH.P](https://www.hud.gov/sites/documents/FHEOPOSTER928SPANISH.PDF)  
6 [DF](https://www.hud.gov/sites/documents/FHEOPOSTER928SPANISH.PDF).

- 7 d. Require that all advertising conducted for any of the Subject Properties  
8 in newspapers, telephone directories, radio, television, internet  
9 websites, social media, or other media, and all billboards, signs  
10 (including at the properties), pamphlets, brochures, and other  
11 promotional literature, include either a Fair Housing logo, the words  
12 “Equal Housing Opportunity Provider,” and/or the following sentence:  
13 “We are an equal opportunity housing provider. We do not  
14 discriminate on the basis of race, color, national origin, religion, sex,  
15 familial status, or disability.” The words or logo will be legible and  
16 prominently placed.
- 17 e. Send to the United States within 30 days of the effective date of this  
18 Consent Decree, and every six months thereafter for the term of the  
19 Consent Decree, a list of all tenants.
- 20 f. Maintain all rental records and allow the United States to inspect and  
21 copy such records upon reasonable notice.
- 22 g. Provide upon reasonable notice any information reasonably related to  
23 compliance with this Consent Decree that is requested by the United  
24 States.

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

27 12. If, at any time during the effective period of this Consent Decree, any  
28 Defendant acquires a direct or indirect management, ownership, financial, or controlling

1 interest in any other residential rental property, such property will be subject to the  
2 applicable provisions of this Consent Decree. Within 30 days of acquiring such an  
3 interest, Defendants will notify counsel for the United States of the nature of their  
4 interest in the dwelling or property; the address of the property; the number of individual  
5 dwelling units at the property; and any other information required under this Consent  
6 Decree. Defendants will further provide the United States with copies of any documents  
7 memorializing the transfer in interest of the property.

8 13. If, prior to the effective date or at any time during the effective period of  
9 this Consent Decree, any Defendant sells or transfers the Subject Properties or another  
10 residential rental property to a bona fide, third-party purchaser in an arms-length  
11 transaction, such property will cease to be subject to this Consent Decree.<sup>5</sup> Regardless of  
12 any transfer of interest in all or part of the Subject Properties, Defendants shall remain  
13 liable for obligations under Sections II, VI, VII, VIII, and IX of this Consent Decree.

14 14. If, at any time during the effective period of this Consent Decree, any  
15 Defendant claims that his obligations under this Consent Decree have been terminated or  
16 changed because he sold or transferred one or more residential rental properties to a bona  
17 fide, third-party purchaser in an arms-length transaction, that Defendant will inform the  
18 United States<sup>6</sup> within 30 days of such transaction and provide the date of the sale or  
19 transfer, copies of the documents memorializing the sale or transfer, and contact  
20 information for the subsequent purchaser. Within 14 days of receipt by the United States

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22 <sup>5</sup> For purposes of this Consent Decree, a “bona fide, independent third-party  
23 purchaser” is one with whom Defendants have no current or past financial, contractual,  
24 personal, or familial relationship. An “arms-length transaction” is one that has been  
25 arrived at in the marketplace between independent or non-affiliated persons, unrelated by  
26 blood or marriage, and with opposing economic interests regarding that transaction. A  
27 corporation or entity of which any Defendant, or any person related to any Defendant by  
28 blood or marriage, is an officer, partner, or agent, or in which any Defendant has an  
ownership, financial or controlling interest, is not a “bona fide, independent third-party  
purchaser,” and any transaction involving such a purchaser will not qualify as an “arms-  
length transaction.”

<sup>6</sup> All documents or other communications required by this Consent Decree to be  
sent to counsel for the United States shall be sent by email to Trial Attorney Oneshia  
Herring at oneshia.herring@usdoj.gov and Assistant United States Attorney Acrivi  
Coromelas at acrivi.coromelas@usdoj.gov, or as otherwise directed by the United States.



1 of such notice of a sale to a bona fide, third-party purchaser in an arms-length  
2 transaction, the United States shall provide written confirmation that the residential  
3 rental property is no longer subject to the terms of this Consent Decree.

4 15. If any transfer of interest in all or a portion of any residential rental property  
5 by any Defendant is not an arms-length transaction, Defendants will remain liable for  
6 any violation of this Consent Decree.

## 7 **V. EDUCATIONAL PROGRAM**

8 16. Within 90 days of the effective date of this Consent Decree, the Individual  
9 Defendants will attend an in-person training on the Fair Housing Act, including the Act's  
10 provisions related to sexual harassment, other forms of sex discrimination, and  
11 discriminatory statements. The trainer or training entity must be qualified to perform  
12 such training, must be unconnected to Defendants, their employees, agents, or counsel,  
13 and must be approved in advance by the United States. Defendants will bear the cost of  
14 any expenses associated with this training. Defendant Hernandez's training will be in  
15 Spanish, or he will have a Spanish interpreter at the training. The Individual Defendants  
16 will obtain from the trainer or training entity a certificate of attendance signed by each  
17 individual who attended the training. The certificate shall include the name of the course,  
18 the date the course was taken, the subject matters covered in the course, and the length of  
19 the course and/or time within which the course was completed. The Individual  
20 Defendants will send a copy of this certificate to counsel for the United States within 10  
21 days of the training.

22 17. All new agents or employees of the Owner Defendants, including agents or  
23 employees of the Independent Manager, who are involved in showing, renting, managing  
24 or maintaining any residential rental properties owned, managed, or operated by the  
25 Owner Defendants, and all employees or agents who supervise such persons, shall,  
26 within 30 days of commencing an employment or agency relationship with the Owner  
27 Defendants or the Independent Manager, be provided the training described in Paragraph  
28 16, or participate in an online training on the Fair Housing Act, including the Act's

1 provisions related to sexual harassment and other forms of sex discrimination. The  
2 online training program must be approved in advance by the United States. New agents  
3 or employees who are provided online training will participate in an in-person training as  
4 described in Paragraph 16, within one year of commencing an employment or agency  
5 relationship with the Owner Defendants. The Owner Defendants will send a copy of the  
6 certificates of any training conducted under this paragraph to counsel for the United  
7 States within 10 days of said training.

## 8 **VI. REPORTING AND RECORD KEEPING**

9 18. Defendants shall provide to the United States notification and  
10 documentation of the following events, no later than 10 days after their occurrence:

- 11 a. Any change to the Owner Defendants' rules or practices regarding the  
12 written policy against sexual harassment or formal complaint  
13 procedure discussed in Paragraph 11.a;
- 14 b. Any change to the Independent Manager, in accordance with  
15 Paragraphs 8-10;
- 16 c. Any known information indicating that any Defendant, or any of his  
17 agents or employees, is in known violation of this Consent Decree; and
- 18 d. Any known written or oral complaint against any Defendant, or any of  
19 any Defendant's agents or employees, regarding discrimination,  
20 harassment, retaliation, or other violation of this Consent Decree. If the  
21 complaint is made orally, Defendants shall maintain a log upon which  
22 they record the name of the complainant; the address and telephone  
23 number of the complainant; the date the complaint was received; the  
24 name of Defendants' employee or agent who received the complaint;  
25 the name of Defendants' employee or agent who is the subject of the  
26 complaint; the name of the property involved in the complaint; and a  
27 general description of the complaint. If the complaint is written,  
28 Defendants shall provide a copy of it with the notification. The

1 notification shall include the full details of the complaint, including the  
2 complainant's name, address, and telephone number. Defendants shall  
3 also promptly provide the United States all information it may request  
4 concerning any such complaint and shall inform the United States  
5 within 15 days of the substance of any resolution of such complaint.

6 19. Within 90 days of the effective date of this Consent Decree, and every three  
7 months thereafter for the duration of this Consent Decree, the Owner Defendants shall  
8 deliver to the United States a report containing information about their compliance  
9 efforts during the preceding reporting period, including but not limited to:

- 10 a. Certification that the policy against sexual harassment and formal  
11 complaint procedure described in Paragraph 11.a has been  
12 implemented and is in effect;
- 13 b. Photographs of each office or location in which rental activity is  
14 conducted showing the "Equal Housing Opportunity" signs, in  
15 accordance with Paragraph 11.c;
- 16 c. A list of all residential rental properties in which Defendants have a  
17 direct or indirect management, ownership, financial, or controlling  
18 interest;
- 19 d. Any rental advertisements, in accordance with Paragraph 11.d; and
- 20 e. Written and sworn verification by Defendants that the Independent  
21 Manager and Defendant Akhavan perform, and have performed during  
22 the reporting period, all property management responsibilities at the  
23 Subject Properties as required by Section III.

24 20. In addition to the reports required above, Defendants shall submit a final  
25 report to the United States no later than 60 days before the expiration of this Consent  
26 Decree that contains all the information listed in Paragraph 19.

27 21. Pursuant to Paragraphs 13 and 14 above, any property that has been  
28 transferred to a third-party purchaser in an arms-length transaction, and in which no

1 Defendant retains any interest, ceases to be subject to this Consent Decree. After the  
2 notification of such sale, and the written confirmation by the United States contemplated  
3 by Paragraph 15, no Defendant will be required to submit information, as described in  
4 Paragraphs 18.a, 18.b, and 19, related to that property.

5 22. Defendants shall preserve all records that are the source of, contain, or  
6 relate to any of the information pertinent to their obligations under this Consent Decree.  
7 Upon reasonable notice to counsel for Defendants, representatives of the United States  
8 shall be permitted to inspect and copy all such records at any and all reasonable times or,  
9 upon request by the United States, Defendants shall provide copies of such documents.

10 **VII. MONETARY DAMAGES AND OTHER RELIEF FOR AGGRIEVED**  
11 **PERSONS**

12 23. The Defendants shall deposit in an interest-bearing escrow account  
13 \$100,000 (pursuant and subject to the payment dates and terms set forth below) for the  
14 sole purpose of compensating those persons whom the United States determines may  
15 have been harmed by the Defendants' discriminatory housing practices (hereinafter  
16 "Aggrieved Persons"). This money shall be referred to as "the Settlement Fund." Within  
17 10 days of the establishment of the Settlement Fund, Defendants shall submit proof to  
18 the United States that the Settlement Fund has been established. The Defendants shall  
19 fund the Settlement Fund as follows:

- 20 a. \$15,000 shall be deposited in the Settlement Fund within 10 days of  
21 the effective date of this Consent Decree;
- 22 b. \$85,000 shall be deposited in the Settlement Fund in 5 consecutive  
23 monthly installment payments each of \$15,000 and a 6th final  
24 monthly installment payment of \$10,000, each monthly installment  
25 paid on the 15th of each month starting the month following the  
26 Defendants' initial payment of \$15,000.
- 27 c. Within 5 days of the deadline for each of the payments required by  
28 Subparagraphs a and b above, Defendants shall file a status report

1 with the Court affirming that such payments were made.

2 24. Any interest accruing to the Settlement Fund shall become a part of the  
3 Settlement Fund and be utilized as set forth herein.

4 25. Defendants shall be solely responsible for any taxes assessed or owed on  
5 any interest earned on money deposited pursuant to Paragraph 23, above.

6 26. The United States shall investigate the claims of allegedly Aggrieved  
7 Persons and shall obtain sworn declarations from each Aggrieved Person setting forth  
8 the factual basis of the claim. Within 180 days of the date of the effective date of this  
9 Consent Decree, the United States shall inform Defendants as to its determination as to  
10 which persons are aggrieved and an appropriate amount of damages that should be paid  
11 to each such Aggrieved Person. Defendants agree that the determinations of the United  
12 States shall be final, and Defendants hereby waive the right to contest the United States'  
13 determination of who qualifies as an Aggrieved Person in this or any other proceeding.  
14 Defendants hereby agree that they will not seek to interfere with or oppose the United  
15 States' determinations regarding the Aggrieved Persons and the appropriate amount of  
16 damages paid to each Aggrieved Person.

17 27. In its letter informing Defendants of its determination, the United States  
18 shall inform Defendants of the amounts (plus accrued interest) that should be paid  
19 pursuant to its determination. Defendants shall, within 10 days of the receipt of the  
20 United States' determination or the final payment under Paragraph 23, whichever is  
21 later, deliver to counsel for the United States, by overnight mail, a separate check  
22 payable to each Aggrieved Person in the amounts determined.

23 28. When counsel for the United States has received a check from Defendants  
24 payable to an Aggrieved Person and received a signed release in the form of Attachment  
25 B from the aggrieved person, counsel for the United States shall deliver the check to the  
26 Aggrieved Person and the original, signed release to counsel for Defendants. No  
27 Aggrieved Person shall be paid until she has executed and delivered to counsel for the  
28 United States the release at Appendix A.

1           29. In no event shall the aggregate of all such payments exceed the sum of the  
2 Settlement Fund plus accrued interest.

3           30. The compensation required to be paid under this Section is a debt within the  
4 meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge  
5 any part of this debt in bankruptcy.

6           31. If Defendants initiated any proceedings to evict or otherwise terminate the  
7 tenancy of any Aggrieved Person, the United States will determine whether such actions  
8 were retaliatory or otherwise taken in violation of the Fair Housing Act. To make this  
9 determination, the United States may request documents and information from  
10 Defendants relevant to such proceedings. Defendants shall provide the requested  
11 documents and information to the United States within 15 days of the request.  
12 Defendants agree not to contest the United States' determination that the proceedings  
13 were retaliatory or otherwise unlawful under the Fair Housing Act.

14           32. If the United States determines that any such proceedings were retaliatory  
15 or otherwise unlawful under the Fair Housing Act, it will inform Defendants and, upon  
16 request, Defendants will, within 10 days, take the following actions to expunge the  
17 records of such proceedings so that they do not adversely affect the relevant aggrieved  
18 person:

- 19           a. Request that all three major credit bureaus<sup>7</sup> delete any information  
20           regarding the aggrieved person and any co-tenant attributable to the  
21           proceedings; and  
22           b. Move the appropriate courts to vacate any judgment obtained through  
23           the proceeding.

24           33. Defendants shall maintain all records relating to the actions taken in  
25 accordance with Paragraph 32 and shall promptly send to the United States copies of the  
26 credit bureau requests and court filings. Defendants shall also provide within 10 days  
27

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28           <sup>7</sup> Those bureaus are Equifax, Experian, and TransUnion.

1 any other documents or information requested by the United States that is necessary to  
2 expunge the records of the aggrieved person(s).

### 3 **VIII. CIVIL PENALTY**

4 34. Within 220 days of the effective date of this Consent Decree, Defendants  
5 will pay \$5,000 to the United States Treasury as a civil penalty under 42 U.S.C. §  
6 3614(d)(1)(C). The payment will be in the form of an electronic fund transfer in  
7 accordance with written instructions to be provided by the United States.

8 35. The civil penalty referenced in Paragraph 34 is a debt contemplated by 11  
9 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendants shall  
10 not seek to discharge any part of this debt in bankruptcy.

11 36. In the event that Defendants, their agents or their employees engage in any  
12 future violation of the FHA, such violation(s) shall constitute a “subsequent violation”  
13 under 42 U.S.C. § 3614(d)(1)(C)(ii).

### 14 **IX. ENFORCEMENT OF CONSENT DECREE**

15 37. This Consent Decree is effective immediately upon its entry by the Court.  
16 For purposes of this Consent Decree, “effective date” shall refer to the date on which the  
17 Court enters the Consent Decree.

18 38. The Court shall retain jurisdiction for the duration of this Consent Decree to  
19 enforce its terms, after which time the case shall be dismissed with prejudice. This  
20 Consent Decree shall be in effect for a period of 4 years from the date of its entry. The  
21 United States may move the Court to extend the duration of the Consent Decree in the  
22 event of intentional noncompliance with any of its terms, or if the interests of justice so  
23 require.

24 39. The United States may review compliance with this Consent Decree any  
25 time, including through testing of Defendants and their properties. Defendants agree to  
26 cooperate with the United States in any review of compliance. Upon reasonable notice,  
27 Defendants will permit counsel for the United States to inspect and copy all non-  
28 privileged records pertinent to this Consent Decree.

1           40. The Parties shall endeavor in good faith to resolve informally any  
2 differences regarding interpretation of and compliance with this Consent Decree prior to  
3 bringing such matters to the Court for resolution. However, in the event the United  
4 States contends that there has been a failure by any Defendant, whether willful or  
5 otherwise, to perform in a timely manner any act required by this Consent Decree or  
6 otherwise to act in conformance with any provision thereof, the United States may move  
7 this Court to impose any remedy authorized by law or equity, including, but not limited  
8 to, an order requiring performance of such act or deeming such act to have been  
9 performed, an award of any damages, costs, and reasonable attorneys' fees that may  
10 have been occasioned by the violation or failure to perform.

11           41. Failure of the United States to insist upon strict performance of any  
12 provision of this Consent Decree shall not be deemed a waiver of the United States'  
13 rights or remedies or a waiver by the United States of any default by any Defendant in  
14 performance or compliance with any terms of this Consent Decree.

15           42. Any time limits for performance imposed by this Consent Decree may be  
16 extended by mutual written agreement of the Parties. Any other modifications to the  
17 provisions of this Consent Decree must be approved by the Court.

18           43. Each signatory hereto warrants that he or she is competent and possesses  
19 the full and complete authority to covenant to this Consent Decree on behalf of himself,  
20 herself, or the party that he or she represents.

21           44. The United States and Defendants will bear their own costs and attorneys'  
22 fees associated with this litigation.

23           45. The Parties agree that, as of the effective date of this Consent Decree,  
24 litigation is not "reasonably foreseeable" concerning the matters described in this  
25 Consent Decree. To the extent that any party has previously implemented a litigation  
26 hold to preserve documents, electronically-stored information, or things related to the  
27 matters described above, that party is no longer required to maintain such litigation hold.  
28 Nothing in this paragraph relieves any party of any other obligations under this Consent



1 Decree, including, inter alia, Defendants’ obligation to preserve documents under  
2 Paragraphs 22 and 33.

3 IT IS SO ORDERED.

4 DATED: August 10, 2021

5   
6 Honorable Dale S. Fischer  
7 UNITED STATES DISTRICT JUDGE

8 FOR THE PLAINTIFF THE UNITED STATES:

9  
10 TRACY L. WILKISON  
11 Acting United States Attorney  
12 Central District of California

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

13 DAVID M. HARRIS  
14 Assistant United States Attorney  
15 Chief, Civil Division

SAMEENA SHINA MAJEED  
Chief,  
Housing and Civil Enforcement Section

16 /s/ Karen P. Ruckert  
17 KAREN P. RUCKERT  
18 Assistant United States Attorney  
19 Chief, Civil Rights Section, Civil  
20 Division

/s/ R. Tamar Hagler  
R. TAMAR HAGLER  
Deputy Chief  
Housing and Civil Enforcement Section

21 ACRIVI COROMELAS  
22 Assistant United States Attorney  
23 Civil Rights Section, Civil Division

ONESHIA S. HERRING  
Trial Attorney  
United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section

24 Attorneys for the United States of America  
25  
26  
27  
28

1 FOR DEFENDANTS:

2

3 DEFENDANT  
4 FILOMENO HERNANDEZ

5

6 DEFENDANT  
7 RAMIN AKHAVAN

8

9 RAMIN AKHAVAN FOR  
10 DEFENDANT BONNIE BRAE  
11 INVESTMENT SERVICES LLC

12

13 RAMIN AKHAVAN FOR  
14 DEFENDANT WESTLAKE  
15 PROPERTY SERVICES LLC

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**APPENDIX A**  
**GENERAL RELEASE OF CLAIMS**

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In consideration for and contingent upon the payment to me of \$\_\_\_\_\_,  
under the Consent Decree entered into in *United States v. Hernandez et al.*, No. 2:20-cv-  
00327-DSF-AFM (C.D. Cal.), I hereby release and forever discharge Filomeno  
Hernandez, Ramin Akhavan, Bonnie Brae Investment Services LLC, and Westlake  
Property Services LLC from any and all claims, legal or equitable, that I have or may  
have had against them arising out of the facts and circumstances of the action named  
above as of the effective date of the Consent Decree.

I hereby acknowledge that I have read and understand this release and have  
executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_\_\_, 2021.

Signature

Print Name

**RELEASE OF CLAIMS FOR INDIVIDUALS WITH PENDING LAWSUITS**

In consideration for and contingent upon the payment to me of \$\_\_\_\_\_, under the Consent Decree entered into in *United States v. Hernandez et al.*, No. 2:20-cv-00327-DSF-AFM (C.D. Cal.), I hereby release and forever discharge Filomeno Hernandez, Ramin Akhavan, Bonnie Brae Investment Services LLC, and Westlake Property Services LLC from any and all claims, legal or equitable, that I have or may have had against them arising out of the facts and circumstances of the action named above as of the effective date of the Consent Decree.

I further hereby release and forever discharge Filomeno Hernandez, Ramin Akhavan, Bonnie Brae Investment Services LLC, and Westlake Property Services LLC from any and all claims, legal or equitable, that I have or may have had against them arising out of \_\_\_\_\_ as of the effective date of the Consent Decree, and I further agree to dismiss such causes of action with prejudice. I do not release and forever discharge Filomeno Hernandez, Ramin Akhavan, Bonnie Brae Investment Services LLC, and Westlake Property Services LLC from any and all claims, legal or equitable, that I have or may have had against them arising out of \_\_\_\_\_.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_\_\_, 2021.

Signature

Print Name