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9
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11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION

14 UNITED STATES OF AMERICA,) No. SACV 03-1013-JVS(PLAx)
15 Plaintiff,)
16 v.) **[Proposed]**
CONSENT DECREE
17 HOUSING AUTHORITY OF THE CITY)
18 OF SAN BUENAVENTURA,)
19 Defendant.)

20
21 **I. INTRODUCTION**

22 1. On September 27, 2002, the United States filed this action on behalf
23 of Mary McFarlin against the Housing Authority of the City of San Buenaventura
24 to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair

1 (“Defendant”) is a California State entity authorized to engage in or assist in the
2 operation of low-income housing.

3 3. Defendant constructed the Rose Garden Apartments located at 123
4 South Ventura Avenue, Ventura, California with Community Development Block
5 Grant funds provided by the City of San Buenaventura. Defendant owns and
6 manages the Rose Garden Apartments, which consists of fourteen (14) apartments.

7 **II. ALLEGATIONS**

8 The United States alleged in its Complaint that Mary McFarlin (“Ms.
9 McFarlin”) is a physically disabled individual who is mobility impaired and
10 requires the use of a walker. Ms. McFarlin is a handicapped person within the
11 meaning of the Fair Housing Act, 42 U.S.C. § 3602(h).

12 In August 1999, Ms. McFarlin was a tenant at the Rose Garden Apartments
13 and requested a handicapped accessible parking space as an accommodation of her
14 disability. She was placed on a waiting list for a handicap space. On January 4,
15 2000, Ms. McFarlin parked her vehicle in her assigned parking space and upon
16 exiting her vehicle, tripped on the adjacent curbed planter and fell to the ground.

17 The United States alleges that the Defendant violated the Fair Housing Act,
18 42 U.S.C. § 3604(f)(3)(B) by refusing to make the requested accommodation when
19 such reasonable accommodation was necessary to afford Ms. McFarlin an equal
20 opportunity to use and enjoy her dwelling. The United States further alleges that,
21 as a result of Defendant’s unlawful conduct, Ms. McFarlin suffered damages
22 including, but not limited to, emotional distress, pain and suffering, and economic
23 loss.

24 Defendant disputes all the material allegations made by the United States.

1 purpose of compromising disputed claims and avoiding the expense of further
2 litigation. The parties acknowledge the resolution of this matter is not to be
3 construed as an admission of liability or fault by the Defendant, its agents or
4 employees.

5 **IV. AFFIRMATIVE RELIEF**

6 **A. Conditions**

7 1. Defendant, its employees, agents, and all persons in active concert or
8 participation with them shall:

- 9 a. Within ten (10) days of the date of entry of this Decree, and
10 with the written consent of Barry Slade, the current tenant of
11 Apartment 3, add Ms. McFarlin's name to the lease for
12 Apartment 3 at the Rose Garden Apartments. Plaintiff
13 United States shall obtain and provide to Defendant
14 the written consent of Barry Slade for the addition of
15 Mary McFarlin to the lease he currently holds. (See Attachment
16 A);
- 17 b. Within ten (10) days of the date of entry of this Decree, assign a
18 handicapped accessible parking space to Apartment 3 at the
19 Rose Garden Apartments in lieu of the parking space currently
20 assigned to Apartment 3;
- 21 c. Within ten (10) days after the date of entry of this Decree,
22 provide the monetary relief detailed in Section VII of this
23 Consent Decree to the Plaintiff United States for delivery to
24 Mary McFarlin;

1 practices, or services, when such reasonable accommodations
2 may be necessary to afford all residents with a disability an
3 equal opportunity to use and enjoy a dwelling; and,

- 4 e. For a period of three (3) years from the date of entry of this
5 Decree, not unlawfully coerce, intimidate, threaten, or interfere
6 with any person in the exercise or enjoyment of, or on account
7 of his or her having exercised or enjoyed, or on account of his
8 or her having aided or encouraged any other person in the
9 exercise or enjoyment of any right granted or protected by 42
10 U.S.C. § 3604.

11 **B. Policies**

12 1. Within sixty (60) days after the date of this Decree, Defendant shall
13 adopt and implement specific, uniform, and objective written standards and
14 procedures for receiving and handling requests made by people with disabilities for
15 reasonable accommodations. These standards shall comply with the requirements
16 of 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

- 17 a. Defendant shall inform all applicants that they may request
18 reasonable accommodations of Defendant's rules, policies,
19 practices, and services. Prior to lease execution, if prospective
20 tenants inquire about reasonable accommodations, Defendant
21 will inform them of their ability to seek reasonable
22 accommodations.
- 23 b. Defendant shall use the following forms: Request for
24 Reasonable Accommodation ("Request Form") (Attachments B

1 (Attachment C). Oral requests for Reasonable
2 Accommodations will be recorded by the Property Manager
3 using the form in Attachment B-1.

4 The parties acknowledge that in some situations, verification by
5 a health care provider of a person's disability is not necessary in
6 evaluating a requested reasonable accommodation because a
7 person's disability is obvious or readily apparent to the
8 Defendant and the need for the requested reasonable
9 accommodation is also readily apparent or known. However, if
10 (1) the requestor's disability is not obvious or readily apparent
11 to the Defendant, or (2) the requestor's disability is obvious or
12 readily apparent or known to the Defendant but the need for the
13 reasonable accommodation is not readily apparent or known to
14 the Defendant, then the Defendant may request only the
15 information that is necessary to evaluate the disability-related
16 need for the reasonable accommodation. Defendant will for
17 that purpose use Attachment D. Any information provided
18 must be kept confidential and must not be shared with other
19 persons unless they need the information to make or assess a
20 decision to grant or deny a reasonable accommodation, and the
21 Requestor authorizes such disclosures.

- 22 c. Defendant will provide a copy of the Reasonable
23 Accommodation Policy for Persons with Disabilities attached
24 hereto as Attachment E to each current and future Housing

1 reasonable accommodation it receives during the duration of
2 this Consent Decree. These records shall include: (a) the name,
3 address, and telephone number of the person making the
4 request; (b) the date on which the request was received; (c) the
5 nature of the request; (d) whether the request was granted or
6 denied; and (e) if the request was denied, the reason(s) for the
7 denial.

8 e. Defendant shall post the Reasonable Accommodation Policy by
9 which a tenant may request a reasonable accommodation in the
10 leasing office in a conspicuous location, easily viewable to
11 tenants and prospective tenants.

12 2. If Defendant proposes to change these standards and procedures, it
13 shall first notify the United States with a copy of the proposed changes. If the
14 United States does not deliver written objections to the Defendant within sixty (60)
15 days of receiving the proposed changes, the changes may be effected. If the United
16 States makes any objections to the proposed changes within the sixty (60) day
17 period, the specific changes to which the United States objects shall not be effected
18 until the objections are resolved.

19 **C. Notice to Employees**

20 1. Within ten (10) days after the date of this Decree, the Defendant shall
21 inform each of its employees, agents or any other persons who have responsibility
22 for the management and/or maintenance of dwellings of such person's obligations
23 under this Consent Decree and under the Fair Housing Act, 42 U.S.C. §§ 3601, *et*
24 *seq.* Defendant shall furnish each such employee, agent, or other person covered

1 Attachment F acknowledging that he or she has received, read, and understood a
2 copy of this Consent Decree, and declaring that he or she will perform his or her
3 duties in accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C.
4 §§ 3601, *et seq.*

5 2. New employees or new agents who have responsibility for the
6 management and/or maintenance of dwellings shall: (a) be informed of the
7 contents of this Consent Decree and of their obligations under the Fair Housing
8 Act, 42 U.S.C. §§ 3601, *et seq.*, when their employment commences; (b) be
9 provided a copy of this Consent Decree; and, (c) execute the statement appended
10 hereto as Attachment F no later than five (5) calendar days following their first day
11 of employment.

12 **D. Notice to Tenants**

13 1. Within ten (10) days of the date of this Decree, the Defendant shall
14 mail current tenants notice of Defendant's non-discriminatory policies. This notice
15 shall be in the form of Attachment G.

16 2. For the duration of this Consent Decree, the Defendant shall keep a
17 copy of this Consent Decree in its leasing office for interested individuals to
18 review.

19 **E. Training**

20 1. Within thirty (30) days after the date of entry of this Decree,
21 Defendant shall provide verification of the educational training concerning the
22 sections of the Fair Housing Act pertaining to discrimination on the basis of
23 disability previously received by its employees and agents whose duties, in whole
24 or in part, involve supervisory authority over the rental and management of

1 Act pertaining to discrimination on the basis of disability within 90 days after the
2 date of entry of this decree. This training shall be conducted by a qualified third
3 party unconnected to defendant or its employees, agents, or counsel, subject to
4 approval by the United States. Defendant shall provide to the United States, within
5 30 days after the training, the name(s), address(es) and telephone number(s) of the
6 trainer(s) and certifications executed by the trainers confirming the attendance of
7 the trainee(s).

8 2. During the period in which this Decree is in effect, each new
9 employee or agent of the Defendant who has supervisory authority over the rental
10 and management of dwellings shall attend, after their hiring, the next practicable
11 training session conducted by the training entity.

12 3. All costs and expenses related to the training requirements of this
13 Consent Decree shall be the sole responsibility of the Defendant.

14 **V. REPORTING REQUIREMENTS**

15 1. Defendant shall, no later than ninety (90) days after the date of entry
16 of this Consent Decree, serve upon counsel for the United States a written report
17 explaining its efforts to comply with this Consent Decree.¹ This report shall consist
18 of the following:

- 19 a. Copies of the statements signed by any and all employees
20 pursuant to Section IV(C) of this Consent Decree;
 - 21 b. A copy of the notice sent to current tenants pursuant to Section
22 IV(D) of this Consent Decree; and
 - 23 c. Copies of certification of attendance at fair housing educational
24 programs pursuant to Section IV(E) of this Consent Decree.
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1 2. Six (6) months after the date of entry of this Consent Decree, and
2 every six (6) months thereafter for three (3) years, Defendant shall serve on
3 counsel for the United States a written report explaining its efforts to comply with
4 this Consent Decree. In each report required under this paragraph, Defendant
5 shall:

- 6 a. Provide copies of statements signed by any new employees
7 pursuant to Section IV(C) of this Consent Decree;
- 8 b. Provide copies of certification of attendance for fair housing
9 educational programs for any new employees pursuant to
10 Section IV(E) of this Consent Decree;
- 11 c. Notify counsel for the United States of any request it has
12 received for reasonable accommodation. Such notification shall
13 include information contained in Section IV(B)(1)(d);
- 14 d. Notify counsel for the United States of any written complaint
15 that involves housing discrimination on the basis of disability
16 which has come to the attention of Defendant or any of its
17 employees, agents or other representatives in the preceding six-
18 month period. Defendant shall include a copy of the complaint
19 and any records relating to the complaint, including those
20 relating to the resolution of the complaint; and
- 21 e. Notify counsel for the United States of any change in the
22 ownership or management of the Rose Garden Apartments.
23 Such notification shall include the address and the name of any
24 new owner or manager.

1 pertaining to Defendant's obligations under this Decree. Upon reasonable notice to
2 Defendant's counsel, representatives of the U.S. Department of Justice shall be
3 permitted to inspect and copy all such records at reasonable times in order to
4 monitor Defendant's compliance with this Decree.

5 **VII. MONETARY RELIEF FOR MARY MCFARLIN**

6 Within ten (10) days after the date of this Decree, Defendant shall deliver to
7 the United States a check for \$75,000.00 made payable to the order of Mary
8 McFarlin. Within ten (10) days of receipt of said check, Mary McFarlin shall sign
9 the Release Agreement attached hereto as Attachment H. Counsel for the United
10 States shall not forward the check to Mary McFarlin until the United States has
11 received said executed Release Agreement and a copy of the Consent Decree
12 entered by this Court. The United States shall forward the executed Release
13 Agreement to Defendant upon receipt.

14 **VIII. GOOD FAITH COMPLIANCE**

15 The United States and Defendant shall endeavor in good faith to resolve
16 informally any differences regarding interpretation of and compliance with this
17 Decree prior to bringing such matters to the Court for resolution. However, in the
18 event of a failure by the Defendant, whether willful or otherwise, to perform in a
19 timely manner any act required by this Decree or in the event of any other act
20 violating any provision hereof, the United States may move this Court to impose
21 any remedy authorized by law or equity.

22 **IX. TIME FOR PERFORMANCE, INTERPRETATIONS AND** 23 **MODIFICATIONS**

24 1. The United States and Defendant shall have the right to seek relevant

1 particular modification, the burden of proof concerning the propriety of
2 modification falls on the party so moving. Any time limits for performance
3 imposed by this Decree may be extended by mutual agreement of the parties
4 without approval by the Court, provided that such agreement is in writing.

5 2. This Decree constitutes the entire agreement among the parties and
6 supersedes and renders void all prior agreements, written or oral, among the
7 parties. In the event any provision or term of this Decree is determined to be or is
8 rendered invalid or unenforceable, all other provisions and terms of the Decree
9 shall remain unaffected to the extent permitted by law.

10 **X. SCOPE AND TERM OF DECREE AND DISMISSAL OF ACTION**

11 1. The provisions of this Decree shall apply to the Defendant, and its
12 employees, agents, and all persons in active concert or participation with them.

13 2. This Decree is effective immediately upon its entry by the Court and
14 shall be effective for a period of three (3) years thereafter.

15 3. For purposes of this Decree, the phrase “date of this Decree” shall
16 refer to the date on which the Court enters this document as its own Decree.

17 4. This Consent Decree may be extended upon motion for good cause,
18 including on the basis that Defendant has failed to comply with this Decree.

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Attachment A

CONSENT OF BARRY SLADE

I, Barry Slade, current tenant of Apartment 3 at the Rose Garden Apartments, 123 South Ventura Avenue, Ventura, California (“Rose Garden Apts.”), hereby consent to the addition of the name of Mary McFarlin to my Housing Authority of the City of San Buenaventura Non-HUD Assisted Units Dwelling Lease for Apartment 3 at the Rose Garden Apts., in accordance with the terms of the Consent Decree entered in United States v. Housing Authority of the City of San Buenaventura, SACV 03-1013-JVS(PLAx).

Dated: _____
Barry Slade

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Attachment B

REQUEST FOR REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises and/or to have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Housing Manager or to the Housing Authority of the City of San Buenaventura, 995 Riverside Street, Ventura, California 93001. Check all items that apply and explain fully. Use the other side if you need more space. If you cannot fill out this form yourself, please contact your Housing Manager or call the Housing Authority of the City of San Buenaventura at (805) 648-5008 and we will assist you in completing this form. We will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or
Applicant: _____

1. The person(s) who have a disability requiring a reasonable accommodation is:

___ Me ___ A person associated with me.

Name of person with disability: _____

Phone #: _____

me can live here with equal opportunity to use and enjoy the premises
(check all of the changes that apply):

____ A change in a rule, policy, or practices.

I need the following change:

Other: _____

3. I need this reasonable accommodation because:

REQUESTER

DATE

HOUSING MANAGER

DATE

Attachment C

**APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION
REQUEST**

Dear: _____:

Address: _____

Phone: () _____

On _____ [date], you requested the following
reasonable accommodation [describe request]:

We have (check all that apply):

Approved your request. The following reasonable accommodation will be
permitted [describe]:

The change is effected immediately.

The reasonable accommodation will be permitted by:
[date] _____.

To make the change you requested, we must have bids and then arrange
installation or we must order certain equipment. We anticipate that the change
will be made by [date]: _____, and we will notify
you if we discover that there will be a delay. If you have questions, or think that
this accommodation will not meet your needs or will take too long to provide, you

1 ___ Can neither approve nor deny your request without further information [List
2 information needed]:

3 _____
4 _____

5 ___ Denied your request. We have denied your request because [list all reasons
6 that apply]:

7 _____
8 _____
9 _____

10 We used these facts to deny your request [list]:

11 _____
12 _____
13 _____.

14 To make this decision, we spoke with the following people, reviewed the following
15 documents, and performed the following investigation [list]:

16 _____
17 _____

18 If you disagree with this decision or have information to provide to us, you may
19 contact the Housing Authority of the City of San Buenaventura at (805) 648-5008
20 to discuss this further.

21 Sincerely, [two signatures required for a denial of a request]

22 Signature: _____ Date _____

23 Name: _____ Title: _____

24 Signature: _____ Date: _____

Name: _____ Title: _____

1 Attachment D

2 CONFIRMATION OF A PERSON'S DISABILITY

3 This form is to be used when a person's disability is not obvious or readily
4 apparent or when the requester's disability is obvious or readily apparent but the
5 need for the reasonable accommodation is not readily apparent or known to the
6 property management.

7 A disability is (1) a physical or mental impairment that substantially limits one or
8 more of such persons' major life activities, (2) a record of having such impairment
9 or (3) being regarded as having such an impairment. A reasonable accommodation
10 may be necessary to allow you equal opportunity to use and enjoy the premises.

11 **To be completed by Applicant/Resident making the request for a reasonable
12 accommodation.**

13 Do you meet the definition of a disabled individual as defined above?

14 YES/NO (circle applicable answer)

15 If yes, what is your specific request for a reasonable accommodation?

16 _____
17 _____
18 _____

19 **RELEASE:** Applicant/Resident: I authorize the housing provider
20 _____ to verify with the third-party listed below whether my
21 handicap or disability is covered by the information provided in this verification
22 form.

23 _____ Date _____

24 **RELEASE:** Applicant/Resident: I authorize the housing provider

1 reasonable accommodation.

2 _____
Applicant/Resident signature Date

3
4 **INFORMATION BEING REQUESTED FROM HEALTH CARE PROVIDER**

5 1. Is the individual disabled as defined above? YES _____ NO _____

6 2. In your professional opinion, may the individual need the reasonable
7 accommodation indicated in order to have an equal opportunity to use the
8 property? YES _____ NO _____

9 COMMENTS:

10 _____
11 _____

12 **INFORMATION PROVIDED BY:**

13 _____
14 Health Care Firm / Organization / Physician

15 _____
Printed Name of Health Care Provider Phone Number

16 _____
17 Signature of Health Care Provider Date

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Attachment E

**REASONABLE ACCOMMODATION POLICY FOR PERSONS WITH
DISABILITIES**

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4 If a resident or member of a household has a disability, he/she may request a
5 reasonable accommodation. Reasonable accommodations in rules, policies,
6 practices or services may be made when such reasonable accommodations may be
7 necessary to afford such person equal opportunity to use and enjoy a dwelling.

8 It is preferred that all reasonable accommodation requests be submitted in
9 writing to the Housing Manager or the Housing Authority of the City of San
10 Buenaventura. Requests for reasonable accommodation and release forms are
11 available at the Housing Authority office. If a resident or household member has
12 difficulty filling in the form, the Housing Manager will assist him or her in
13 completing the form. Oral requests for reasonable accommodations will be
14 recorded and processed in accordance with this policy.

15 All requesters shall be notified in writing of the decision regarding the
16 request within 14 days of the Housing Manager's receipt of the complete written
17 request, including completed Attachments B, C and D, if necessary. If the request
18 is denied, an explanation for such denial shall be included in the written
19 notification. If the request is denied, the requesting resident may ask the Housing
20 Authority of the City of San Buenaventura Section 504 Coordinator to review the
21 request.
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1 Attachment F

2 EMPLOYEE ACKNOWLEDGMENT

3 I have received and I have read a copy of the Consent Decree entered in
4 United States v. Housing Authority of the City of San Buenaventura, CV 03-1013-
5 JVS(PLAx). I understand the terms of that Consent Decree.

6 I further understand that federal law prohibits refusing to make reasonable
7 accommodations in rules, policies, practices, or services when such
8 accommodation may be necessary to afford a person with a disability equal
9 opportunity to use and enjoy his/her dwelling.

10 With this understanding, I agree that, as a condition of my employment or
11 contract relationship with the Housing Authority of the City of San Buenaventura
12 with respect to the management and/or maintenance of residential housing, neither
13 I nor any other person who serves as my agent in any capacity shall discriminate in
14 any manner on account of disability in carrying out my employment or contract
15 services.

16 _____
Signature

17 _____
18 Name (Please Print)

19 _____
Home Address

20 _____
21 Home Telephone Number

22 _____
Date

23

24

Attachment G

NON-DISCRIMINATION NOTICE

It is the policy of the Housing Authority of the City of San Buenaventura not to discriminate against any person because of that person's race, color, religion, sex, familial status, national origin or handicap. The Housing Authority considers any and all requests for reasonable accommodations in the application of its rules, policies, practices and services, in accordance with the requirements of the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.*

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1 **Attachment H**

2 **RELEASE AGREEMENT**

3 **A. PARTIES**

4 This Release (“Agreement”) is made this ____ day of _____ 2004, by
5 Complainant Mary McFarlin (“Complainant”) releasing Defendant Housing
6 Authority of the City of San Buenaventura (“Defendant and sometimes releasee”)
7 (collectively, the “parties”).

8 **B. AGREEMENTS**

9 This Release pertains to disputed claims and is the result of compromise. As
10 such, it does not constitute and shall not be deemed as an admission of liability by
11 any party. In consideration of the mutual covenants and promises contained herein
12 and based upon the recitals herein, the parties agree as follows:

13 **1. Affirmative Relief**

14 Within ten (10) days of the date of entry of this Decree, Defendant shall add
15 the name of Mary McFarlin to the lease, currently held by Barry Slade, for
16 Apartment 3 at the Rose Garden Apartments. Attached hereto as Attachment
17 A is the written consent of Barry Slade to the addition of Ms. McFarlin to
18 the lease for Apartment 3. In addition, within ten (10) days, Defendant shall
19 assign a handicapped accessible parking space to
20 Apartment 3 at the Rose Garden Apartments in lieu of the current parking
21 space assignment for Apartment 3. It is further agreed by the parties that
22 only one parking space shall be assigned to Apartment 3 at the Rose Garden
23 Apartments. The handicapped accessible parking space shall be assigned to
24 Apartment 3 for as long as Complainant remains a tenant of that unit.
Complainant’s tenancy at the Rose Garden Apartments and the assignment

1 parties that Complainant may remain a tenant at Rose Garden Apartments
2 with an assigned handicapped accessible parking space for as long as she so
3 chooses.

4 **2. Payment**

5 Within ten (10) days after the date of this Decree, Defendant shall deliver to
6 the United States a check for \$75,000.00 made payable to the order of
7 Mary McFarlin. Counsel for the United States shall not forward the check to
8 Mary McFarlin until the United States has received this executed Release
9 Agreement. The United States shall forward the executed Release
10 Agreement to Defendant upon receiving it.

11 **3.0 Releases and Discharges**

12 3.1 In consideration of the affirmative relief and payment set forth above,
13 Complainant Mary McFarlin hereby completely releases and forever
14 discharges Defendant, and its, employees, managers, directors, officers, ad-
15 ministrators, partners, attorneys, insurance companies, agents, predecessors,
16 successors, and assigns, past and present, and each of them, hereinafter
17 collectively referred to as "Releasees," of and from any and all claims,
18 actions, causes of action, demands, rights, damages, losses, costs, attorneys'
19 fees, loss of profits, expenses, and compensation whatsoever, which
20 Complainant now has or which may hereafter accrue, on account of or in any
21 way growing out of any and all known and unknown and foreseen and
22 unforeseen losses and damages and consequences resulting or which may
23 result from the incidents and matters pertaining to the certain litigation
24 entitled United States of America v. Housing Authority of the City of San
Buenaventura, designated as case number SACV 03-1013- JVS (PLAx), on

1 the Releasees.

2 3.2 Complainant acknowledges that there is a risk that subsequent to the
3 execution of this Release, she may discover, incur or suffer claims which
4 were unknown or unanticipated at the time this Release is executed,
5 including, without limitation, unknown or unanticipated claims which arise
6 from, are based upon, or are related to incidents which gave rise to the
7 certain litigation entitled, United States of America v. Housing Authority of
8 the City of San Buenaventura, designated as case number SACV 03-1013-
9 JVS(PLAx), on file with the United States District Court, or some part or
10 aspect thereof, which if known by the parties on the date of this Release
11 being executed, may have materially affected Complainant's decision to
12 execute this Release. Complainant expressly assumes the risk of such
13 unknown and unanticipated claims and agrees that this Release applies to all
14 such unknown claims.

15 3.3 Complainant hereby waives and relinquishes all rights and benefits
16 which she has or may have under Section 1542 of the California Civil Code,
17 or the laws of any other state or jurisdiction to the same or similar effect.

18 Section 1542 of the California Civil Code provides as follows:

19 "A general release does not extend to claims which the creditor does
20 not know or suspect to exist in her favor at the time of executing the
21 release, which, if known to him, must have materially affected her
22 settlement with the debtor."

23 **4. Comprehension of Document**

24 In executing this Release, Complainant represents that she has relied on the
advice of legal counsel from the United States Attorney's Office for the
Central District of California, concerning the legal consequences of this

1 terms of this Release Agreement are fully understood and voluntarily
2 accepted by Complainant.

3 **5.0 Warranties**

4 5.1 Complainant hereby warrants that there are no existing liens on the
5 matter for which Defendant would have responsibility and agrees to
6 indemnify and hold Releasees free and harmless from any and all damages,
7 claims, and expenses including, but not limited to, all actual court costs,
8 attorneys' fees, attorney liens, medical liens, insurance company liens,
9 governmental liens and any and all other liens, known or unknown, which
10 are asserted or may be asserted as a result or on account of incidents which
11 gave rise to the certain litigation entitled, United States of America v.
12 Housing Authority of the City of San Buenaventura, designated as case
13 number SACV 03-1013-JVS(PLAx), on file with the United States District
14 Court or the claims asserted therein.

15 5.2 Complainant represents and warrants that she has not assigned or
16 otherwise transferred or subrogated any interest in any claims referred to in
17 this Release Agreement.

18 **6. Governing Law**

19 This Release is made and entered into in the State of California and shall in
20 all respects be interpreted, enforced, and governed by the laws of the State of
21 California.

22 **7. Publicity**

23 In further consideration of the affirmative relief and monetary payment set
24 forth above, Complainant agrees not to contact the print or electronic media
to publicize or discuss the terms of the Consent Decree entered in United

1 this Release do not preclude Complainant from responding to inquiries from
2 the print or electronic media regarding this matter should they initiate
3 contact with Complainant after the filing of the Consent Decree.
4

5
6 _____
7 Mary McFarlin
8 Complainant

9 Dated: _____

10 _____
11 Housing Authority of City of San
12 Buenaventura, Defendant and
13 Releasee

14 Dated: _____
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