

1 **LAW FOUNDATION OF SILICON VALLEY**
 2 **FAIR HOUSING LAW PROJECT**
 3 ANNETTE D. KIRKHAM (State Bar No. 217958)
 4 JESSICA FRY (RLSA No. 800918)
 5 111 W. St. John, Suite 315
 6 San Jose, CA 95113
 7 Telephone: (408) 280-2410
 8 Fax: (408) 293-0106

9 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 (SAN JOSE)

13 THOMAS BRIAN DONOVAN and
 14 TIMOTHY ROBINSON,

Case No. C-06-04253 JF (RS)

15 Plaintiffs,

16 **~~[PROPOSED]~~ CONSENT DECREE**
 17 **AND ORDER**

18 v.

19 YUNG K. SO as an individual and as
 20 trustee of the SO 2000 TRUST

21 Defendants.

22 This action was filed by Plaintiffs, Thomas Brian Donovan, Jr. and Timothy
 23 Robinson (hereinafter "Plaintiffs") on July 11, 2006. Plaintiffs seek declaratory and
 24 injunctive relief and monetary damages against defendants Yung K. So and So 2000
 25 Trust for unlawful discrimination against people with disabilities in the rental of their
 26 housing units, as well as wrongful eviction, retaliation, violations of California Civil
 27 Code section 1940, et seq., breach of the covenants of quiet enjoyment and of good
 28 faith and fair dealing, breach of the implied warranty of habitability, unfair business
 29

1 practices, and intentional infliction of emotional distress in the operation of a multi-
2 unit rental property (hereinafter “Rental Premises”), located at 2316 Ashglen Way in
3 San Jose, California. At all times relevant to the events alleged by Plaintiffs, the
4 Rental Premises were owned and operated by Defendant Yung K. So through the So
5 2000 Trust.

6 The parties have agreed that, in order to avoid protracted and costly litigation,
7 the controversy should be resolved without a trial or adjudication on the merits and
8 therefore consented to entry of this decree and order. By entering into this consent
9 decree and order, Defendants make no admission of liability or wrongdoing in
10 connection with the allegations and claims made by Plaintiffs.

11
12 It is hereby ordered, adjudged and decreed that:

- 13 1. YUNG K. SO and SO 2000 TRUST (hereinafter “Defendants”) have
14 made a total monetary payment of \$ 25,000 (TWENTY-FIVE
15 THOUSAND DOLLARS) to Plaintiffs which constitutes a full and final
16 settlement of any and all claims related to the subject matter of this
17 lawsuit inclusive of any and all attorneys fees that may have been
18 recoverable by plaintiffs. Specifically, this total amount has been
19 delivered in the form of fifty **(50) monthly installment check(s)** made
20 **payable to the “Client Trust Account of the Law Foundation of**
21 **Silicon Valley”** and sent to plaintiff’s counsel, Fair Housing Law
22 Project of The Law Foundation of the Silicon Valley. Effective as of
23 June 1, 2009, the Law Foundation has accepted these monthly check(s)
24 on behalf of Plaintiffs and deposited all said checks into its client trust
25
26
27
28
29

1 account. The first check installment payment of FIVE HUNDRED
2 DOLLARS (\$500) was made available to Plaintiffs as of June 1, 2009.
3
4 Forty-nine (49) subsequent monthly installment payments in the
5 amounts specified below followed and were also delivered to Fair
6 Housing Law Project by no later than the below-specified dates:
7

	<u>PAYMENT AMOUNT:</u>		<u>MONTH:</u>
8			
9	a) \$500	–	by June 1, 2009
10			
11	b) \$500	–	by August 1, 2009
12			
13			
14			
15			
16	d) \$500	–	by July 1, 2013

16 2. Defendants, upon providing 72 hours advance notice in writing or
17 telephonically to plaintiffs counsel Fair Housing Law Project could have
18 elected to accelerate any of the aforesaid (\$500) FIVE HUNDRED
19 DOLLAR subsequent monthly installment payments to have been due
20 prior to July 1, 2013 by paying the FULL remaining settlement monies
21 that are, as of the first date of that month, still due and outstanding to be
22 paid to Plaintiffs under the terms and conditions of Paragraph One of
23 this Consent Decree and Order; or b) by making additional installment
24 payment(s) on the first date of any such month between June 2009 and
25 July 2013 equal to an additional (\$500) FIVE HUNDRED DOLLAR
26
27
28
29

1 installment payment or further additional payments in such \$500
2 increments.

3
4 3. Under the terms of this Consent Decree and Order, Defendants, their
5 employees, agents and all others acting on their behalf shall be required
6 to comply with the following terms;

7
8 a. Defendants shall obey all local, state and federal fair housing
9 laws prohibiting discrimination in the rental of housing;
10 specifically, not discriminate on the basis of mental health. This
11 consent decree and order shall prohibit Defendants from
12 engaging in unlawful discrimination in housing during the next
13 five years, such that Defendants and/or their managers, agents
14 and owners shall not: refuse to rent to any person because of
15 membership in a protected class, including due to mental health;
16 impose different terms or conditions in the rental of units due to
17 membership in this or any other protected class; or coerce,
18 intimidate, threaten, or interfere with any person in the exercise
19 or enjoyment of rights granted under federal or state fair housing
20 laws;
21

22
23 b. Within 90 days of the entry of this Consent Decree, Defendant
24 Yung K. So and his agents who are responsible for screening or
25 interacting with applicants or tenants at any and all rental
26
27
28
29

1 premises owned by Defendant – shall have attended at least one
2 fair housing and landlord/tenant owner and manager training
3 conducted by PROJECT SENTINEL at Defendant Yunk K. So’s
4 cost. Additional trainings must occur within two and three years
5 after the entry of this Consent Decree..
6

7
8 c. Within 60 days of the entry of this Consent Decree and Order,
9 Defendant and his agents shall also effectively adopt a written
10 non-discrimination policy to be included in their admission
11 materials, which are distributed to all current residents, future
12 residents, and future applicants that includes expressly clear
13 language stating that defendants, in making available housing to
14 the general public, do not discriminate against persons with
15 mental health disabilities or any other classification protected by
16 the fair housing laws.
17

18
19
20 d. Within 60 days of the entry of this Consent Decree and Order,
21 Defendant shall provide Plaintiff with a Landlord/Tenant
22 application and lease highlighting non-discriminatory policies
23 adopted by Defendant at all residential properties owned or
24 managed by Defendant or his agents.
25

26
27 e. Within 30 days of the entry of this Consent Decree and Order,
28 Defendant shall display a sign (e.g. - a HUD fair housing poster)
29

1 on all of the residential properties owned or operated by
2 Defendant or his agents notifying tenants at said premises that
3 Defendant does not discriminate against individuals with mental
4 health disabilities and Defendant does not discriminate based on
5 any other protected category under the federal and state fair
6 housing laws;
7

8
9 f. Defendant shall not discriminate on the basis of mental health or
10 on the basis of any other protected category under the federal and
11 state fair housing laws.
12

13 g. Defendant and his agents shall allow Project Sentinel to monitor
14 him through testing six times within the next five years.
15 Defendant shall pay \$500 per test to Project Sentinel for this
16 monitoring and Project Sentinel will inform both Plaintiffs and
17 Defendant of the results.
18

19
20 h. Defendant shall notify the Law Foundation of Silicon Valley of
21 any complaints, allegations, or lawsuits regarding violation of the
22 fair housing or civil rights laws within five years of the entry of
23 this Consent Decree and Order.
24

25 i. Plaintiffs do not agree to any confidentiality provisions.
26

27 4. In the event that, during the term of this order, there is any claimed
28 violation of any provision of this order, Plaintiffs' counsel agrees to
29

1 provide Defendants, through defense counsel, a writing setting forth the
2 nature of the alleged violation. If, after a period of 30 days, defendants
3 and plaintiffs' counsel are unable to resolve the alleged violation,
4 plaintiffs' counsel may seek appropriate relief from this Court including
5 monetary sanctions for Defendants' failure to comply.
6

7
8 5. This Order shall remain in effect for a period of five years from the date
9 of entry and the Court shall retain jurisdiction for purposes of
10 enforcement of this Order. In response to a motion from either party,
11 the Court may issue appropriate enforcement orders, including writs and
12 injunctive relief, as it deems necessary to effectively implement this
13 Consent Decree. Under such circumstances, the Court may award the
14 prevailing party attorneys fees and costs against the non-complying
15 party. This action is otherwise dismissed with prejudice as to the
16 defendant.
17
18
19

20 Ordered this 17th day of April, 2009.

21 

22
23 **Honorable Jeremy Fogel:**
24 United States District Court
25 Magistrate Judge
26 District
27
28
29

//

//

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

Approved as to content and form:

Dated: April 16, 2009

FAIR HOUSING LAW PROJECT

/S/ _____
Jessica Fry
Attorney for Plaintiffs

I attest under penalty of perjury that concurrence in the filing of this document has been obtained from the parties and attorneys whose names appear below.

Dated: April 16, 2009

FAIR HOUSING LAW PROJECT

/S/ _____
Jessica Fry
Attorneys for Plaintiffs

Dated: April 15, 2009

LAW OFFICES OF TAK S. CHANG

/S/ _____
James C. Hann
Attorneys for Plaintiff