

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

GERALD A. and SHIRLEY L. BROWN, owners of
519 N. HARRIS ROAD, YPSILANTI, MI,

Defendants.

Case No. 2:11-cv-13640

HON. LAWRENCE P. ZATKOFF
United States District Judge

Mag. Judge Paul J. Komives

STIPULATED NOTICE OF DISMISSAL

The parties, through their undersigned attorneys, having settled this action pursuant to the attached Settlement Agreement, hereby agree to dismiss this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii). The parties further stipulate that each party shall bear its own costs and attorneys' fees.

Respectfully submitted,

For the United States:

BARBARA L. McQUADE
United States Attorney

/s/Susan K. DeClercq
SUSAN K. DeCLERCQ (P60545)
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ERIC H. HOLDER, JR.
Attorney General

/s/Timothy J. Moran
STEVEN H. ROSENBAUM, Chief
TIMOTHY J. MORAN, Deputy Chief
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave., NW
Washington, DC 20530
Tel.: (202) 514-3510
Fax: (202) 514-1116

For Gerald and Shirley Brown:

OAKLEY & ROBINSON, PLLC

/s/Steven P. Robinson (w/ consent)
STEVEN P. ROBINSON (P45753)
36830 Goddard Road
P.O. Box 74086
Romulus, MI 48174-0086

Dated: February 2, 2012

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2012, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

STEVEN P. ROBINSON
Romuluslaw@comcast.net

I further certify that I have mailed by U.S. mail the paper to the following non-ECF participants:

None

/s/SUSAN K. DeCLERCQ
SUSAN K. DeCLERCQ (P60545)
Assistant United States Attorney
United States Attorney's Office
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Detroit, Michigan 48226
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**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND
GERALD A. AND SHIRLEY L. BROWN**

I. INTRODUCTION

The United States and Gerald A. and Shirley L. Brown (“the Browns”) enter into this Agreement to settle allegations that the Browns have discriminated on the basis of familial status, in their rental practices at their 13-unit apartment complex located at 519 N. Harris Road, Ypsilanti, MI (“N. Harris Apartment Complex”).

II. FACTUAL BACKGROUND

The Browns are the co-owners of the N. Harris Apartment Complex. Based on a complaint received by a bona fide housing seeker, Yovonne Williams, as well several fair housing tests conducted by the Fair Housing Center of Southeastern Michigan, the United States alleges that the Browns engaged in housing practices that unlawfully discriminate on the basis of familial status in violation of 42 U.S.C. §§3604, 3601-3619, in the rental of dwellings at their N. Harris Apartment Complex including:

- a. Enacting a policy prohibiting prospective tenants from having minor children;
- b. Informing prospective tenants with minor children that such families are not allowed;
- c. Informing prospective tenants with minor children that the property is not suitable for children and/or has no amenities for children;
- d. Refusing to negotiate for the rental of apartment units with families with minor children, and prohibiting such families from moving into the property while allowing other types of families; and
- e. Prohibiting one adult with a minor child from occupying a one-bedroom

apartment, without imposing similar restrictions on two adults occupying the same sized unit.

The Browns do not admit liability and are entering into this Agreement solely to resolve disputed claims.

III. STATEMENT OF AGREEMENT

1. The Browns, their agents, employees, successors, and all persons in active concert or participation with them with respect to the rental of dwellings at the N. Harris Apartment Complex shall immediately desist from:
 - a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status;
 - b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status, including, but not limited to, charging additional rent and/or fees based on the presence of or the number of children in a household;
 - c. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination, including, but not limited to, statements indicating or suggesting that a dwelling is not suitable for children;

d. Limiting or attempting to limit the presence or number of children under 18 who may live in a dwelling (except that the Browns may comply with any reasonable state or local restrictions regarding the maximum number of occupants permitted to occupy a dwelling).

2. The Browns shall implement the Nondiscrimination Policy regarding the rental of dwellings at the N. Harris Apartment Complex that shall be applied equally to all actual and prospective residents, regardless of their familial status which shall indicate that the Browns will make available to any prospective resident any dwelling that is available for rent, regardless of the person's familial status and will communicate such availability to any prospective resident. The text of the Nondiscrimination Policy is set forth in Appendix A to this Agreement and shall be attached to applications and leases used in connection with rental of apartments at the N. Harris Apartment Complex.

3. Within thirty (30) days after the date of entry of this Agreement, the Browns shall take the following steps to notify the public of their Nondiscrimination Policy:

- a. If "For Rent," or "Vacancy" signs or notices are used in connection with renting units at the N. Harris Apartment Complex, the signs or notices shall include the words "Equal Housing Opportunity" and/or the fair housing logo. Such words and logo shall be prominently displayed and easily readable.
- b. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all advertising conducted by Defendants, their agents or employees, and anyone who has acted or may act under their direction, in newspapers, internet webpages, flyers, handouts, telephone directories and other written materials; on radio,

television, internet, or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel the Browns to advertise in any of these media, but does require compliance with this provision whenever the Browns so advertise. The words and/or logo shall be prominently placed and easily readable.

4. The United States may conduct fair housing testing to evaluate the Brown's compliance with the Fair Housing Act in their rental activities. Such activity shall not be considered contact with a represented party.

5. Within sixty (60) business days after entry of this Agreement, the Browns shall deliver to counsel for the United States¹ a certified check in the sum of nine thousand dollars (\$9,000) made payable to, Yovonne Williams, an aggrieved person, for the purpose of compensating her for harm caused by the Browns' discriminatory housing practices. Upon receipt of the check, counsel for the United States will obtain a signed release from Ms. Williams in the form set out in Appendix B, and will deliver the check to Ms. Williams and the original, signed release to counsel for the Browns.

6. Within sixty (60) days after the entry of this Agreement, the Browns shall pay a total of three thousand dollars (\$3,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be sent, via Federal Express, to counsel for the United States

¹All submissions to the United States or its counsel shall be made to the United States Attorney's Office for the Eastern District of Michigan, 211 W. Fort Street, Suite 2001, Detroit, Michigan 48226, directed to the attention of Susan K. DeClercq, Assistant United States Attorney.

in the form of a cashier's check payable to the "United States Treasury."

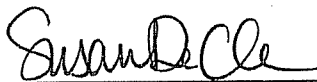
7. If the United States believes that any of the terms of this Agreement has been violated, it shall promptly advise counsel for the Browns in writing of the alleged nature of the violation, and within thirty (30) days of receipt of such written notice, the parties shall confer in good faith effort to resolve the issue. In the event the parties are unable to resolve the issue to the reasonable satisfaction of the United States, the United States may seek to enforce the Agreement, or any provision thereof, in the United States District Court for the Eastern District of Michigan through initiation of a lawsuit. Failure of the United States to enforce the entire Agreement or any provision of it with regard to any deadline contained herein shall not be construed as a waiver by the United States of any right to do so.

Agreed to by the parties as indicated by the signatures of counsel below.

IT IS SO AGREED THIS 31st DAY OF Jan, 2012.

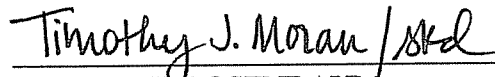
For United States of America:

BARBARA L. McQUADE
United States Attorney



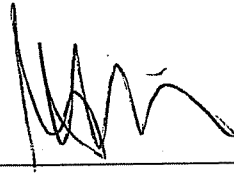
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APPENDIX A

Nondiscrimination Policy

It is the policy of the owners of 519 N. Harris Road, Ypsilanti, MI to comply with Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.*, by ensuring that dwelling units and lots are available to all persons without regard to familial status (having children under age 18). This policy means that, among other things, the owners of 519 N. Harris Road, Ypsilanti, MI and all their agents or employees with the responsibility for renting, or managing any dwelling units must not discriminate in any aspect of the rental or purchase of dwellings or lots against qualified applicants or tenants because of familial status. All available dwelling units and lots are made available to all prospective renters and purchasers, regardless of familial status. The owners of 519 N. Harris Road, Ypsilanti, MI and all their agents and employees may not:

- a. Refuse to sell or rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or denying, a dwelling to any person because of familial status;
- b. Discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status, including, but not limited to, charging additional rent and/or fees based on the presence of or the number of children in a household;
- c. Make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination, including, but not limited to, statements indicating or suggesting that a dwelling is not suitable for children; or
- d. Limit or attempt to limit the number of children under 18 who may live in an apartment except that we may comply with any reasonable state or local restrictions regarding the maximum number of occupants permitted to occupy a dwelling).

Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action, which may include termination. Any action taken by an agent or employee that results in unequal service, treatment or behavior toward actual or prospective residents on the basis of familial status may constitute a violation of state and federal fair housing laws.

APPENDIX B

Release

In consideration for the parties' agreement to the terms of the Settlement Agreement between the United States and Gerald A. and Shirley L. Brown and the Browns' payment to me of \$9,000, pursuant to the Settlement Agreement, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the housing discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against the Browns, all related entities, parents, predecessors, successors, subsidiaries and affiliates, and all of their past and present directors, officers, agents, managers, supervisors, shareholders and employees and their heirs, executors, administrators, successors or assigns.

Executed this _____ day of _____, 2012.

[Print Name]

[Signature]