

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

TEL-CLINTON TRAILER COURTS, INC.
d/b/a Shamrock Village Mobile Home Park,
EUGENE J. PONZIO, and
MILDRED E. WAMPLER,

Defendant.

Case No. 2:11-cv-12886

HON. ARTHUR J. TARNOW

Magistrate Judge Steven Whalen

CONSENT ORDER

I. FACTUAL AND PROCEDURAL BACKGROUND

1. The United States filed this action against Tel-Clinton Trailer Courts, Inc., d/b/a Shamrock Village Mobile Home Park, Eugene J. Ponzio, president and resident agent of Defendant Tel-Clinton, and Mildred E. Wampler, property manager, (collectively, “Defendants”) with respect to the operation of Shamrock Village Mobile Home Park (“Shamrock Village”), a 54-unit mobile home park at 1811 North Telegraph Road in Frenchtown Township, Michigan, alleging discrimination on the basis of familial status, in violation of 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. (“the Fair Housing Act,” or, “the Act”).

2. The United States alleges that Defendants engaged in housing practices that unlawfully discriminate on the basis of familial status, including:

- A. Prohibiting prospective home seekers from having more than one minor child in two- and three-bedroom mobile homes;
- B. Informing prospective home seekers with more than one minor child that such families are not allowed to live at Shamrock;
- C. Informing prospective home seekers with more than one minor child that the property is not suitable for children and/or has no amenities for children;
- D. Refusing to negotiate for the sale or financing of mobile homes or the rental of mobile home lots with families with more than one minor child, and prohibiting such families from moving into Shamrock Village, while allowing other types of families;
- E. Requiring extra rental fees on prospective home seekers with minor children based on the presence of children in their household, while not imposing such extras fees on similarly situated residents without children; and
- F. Making, printing, or publishing, or causing to be made, printed or published, an advertisement for Shamrock Village on the website www.mhvillage.com, which stated a preference, limitation or discrimination based on familial status.

3. The United States alleges that the conduct of Defendants as described in the preceding paragraphs constitutes a refusal to sell or rent, a refusal to negotiate for the sale or rental of, or otherwise making unavailable or denying dwellings to persons because of familial status, in violation of 42 U.S.C. § 3604(a); discrimination against persons with children in the terms, conditions, or privileges of sale or rental of a dwelling because of familial status, in violation of 42 U.S.C. § 3604(b); statements made or caused to be made with respect to the sale

or rental of a dwelling that indicate a preference, limitation, or discrimination based on familial status, in violation of 42 U.S.C. § 3604(c); and discrimination against persons with children in the transaction of real-estate related transactions, in violation of 42 U.S.C. § 3605.

4. The United States further alleges that Defendants' conduct as described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Act; and a denial to a group of persons of rights granted by the Act, which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

5. Defendants deny the allegations and deny that that their actions constitute discrimination against families in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601, et seq. The parties desire to avoid litigation and agreed through pre-suit negotiations that the claims against Defendants should be settled and resolved without the necessity of a trial. The parties have agreed to the entry of this Consent Order, as indicated by the signatures below. By entering into this Consent Order Defendants are not admitting to the allegations of discrimination based on familial status.

Therefore, it is **ORDERED, ADJUDGED and DECREED** as follows:

II. INJUNCTION

6. Defendants acknowledge and agree that they and their agents, employees, successors, assigns, and all persons in active concert or participation with them are hereby enjoined, with respect to the rental or sale of dwellings,¹ from:

¹ The terms "dwelling" or "dwellings," as used throughout this Consent Decree, include actual mobile home units, as well as the lots or land in a mobile home park on which a mobile home unit can be located.

- a. Refusing to sell or rent after the making of a bona fide offer, or refusing to negotiate for the sale or 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 sale or 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 sale or 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. Discriminating against any person in making available a real estate-related transaction as defined by 42 U.S.C. § 3605, or in the terms or conditions of such a transaction, because of familial status;² and
- e. Limiting or attempting to limit the number of children under 18 who may live in a mobile home or mobile home lot (except that Defendants may comply with any

² Nothing in this Consent Order shall require the Defendants to engage in any real estate-related transaction as defined by 42 U.S.C. § 3605, including making loans or providing other financial assistance for the purchase of a dwelling.

reasonable state or local restrictions regarding the maximum number of occupants permitted to occupy a dwelling).

III. NONDISCRIMINATION POLICY

7. Defendants shall prepare and implement a Nondiscrimination Policy regarding the rental or sale of dwellings at Shamrock Village that shall be applied equally to all actual and prospective residents, regardless of their familial status. In particular, the Nondiscrimination Policy shall indicate that Shamrock Village will make available to any prospective resident any dwelling that is available for purchase or rent, regardless of the person's familial status and will communicate such availability to any prospective resident. The text of the Nondiscrimination Policy shall be consistent with the form set forth in Appendix A to this Consent Order.

IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

8. Within thirty (30) days after the date of entry of this Consent Order, Defendants shall take the following steps to notify the public of their Nondiscrimination Policy:

- a. Prominently post in all offices or areas the Defendants may currently or subsequently use for the rental or sale of dwellings, a fair housing sign no smaller than eight and one-half (8 1/2) inches by eleven (11) inches that indicates that all dwellings are available on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
- b. Prominently post an easily readable "For Rent," "For Sale," or "Vacancy" sign or notice on or near any dwelling at Shamrock Village whenever such dwelling is available. The sign or notice shall include the words "Equal Housing Opportunity" and/or the fair housing logo. Such words and logo shall be

prominently displayed and easily readable.

- c. 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 Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise.

The words and/or logo shall be prominently placed and easily readable.

- d. Include the following phrase in any rental, purchase, or financing application and any rental, purchase, or financing agreement used for dwellings at Shamrock Village, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

V. MANDATORY TRAINING

9. Within thirty (30) days of the entry of this Consent Order, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy to each of their agents and employees involved in showing, selling, renting, or managing any and all dwellings at Shamrock Village, and any other person who acts under their direction to show, sell, rent or

manage any and all dwellings at Shamrock Village. Defendants shall secure a signed statement from each agent, employee, or other person who acts under their direction acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to ask and have answered any questions about the Consent Order and Nondiscrimination Policy, and agrees to abide by the relevant provisions of the Consent Order and Nondiscrimination Policy. The signed statement shall be in the form set forth in Appendix B to this Consent Order.

10. During the term of this Consent Order, within five (5) days after each new agent, employee, or other person acting under their direction becomes involved in showing, renting, selling, or managing any dwellings at Shamrock Village, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent, employee, or other person acting under their direction involved in showing, renting, selling, or managing any and all dwellings. Defendants shall secure a signed statement from each agent, employee, or other person acting under their direction acknowledging that he or she has received and read the Consent Order and Nondiscrimination Policy, had the opportunity to ask and have answered any questions about the Consent Order and Nondiscrimination Policy, and agrees to abide by the relevant provisions of the Consent Order and Nondiscrimination Policy. This signed statement shall be in the form set forth in Appendix B to this Consent Order.

11. Within sixty (60) days from the date of entry of this Consent Order, Defendants and all agents and employees of Defendants involved in showing, renting, selling, or managing any dwellings at Shamrock Village shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be

conducted by an independent, qualified third party, approved in advance by the United States (which approval shall not be unreasonably withheld), and any expenses associated with this training shall be borne by Defendants. Defendants shall obtain certifications of attendance, executed by each individual who received the training and by the trainer, confirming each individual's attendance. This certification shall include the name of the course, the date the course was taken, and the length of the course and/or time within which the course was completed. The certification shall be in the form set forth in Appendix C to this Consent Order.

12. At a minimum, the training required in the preceding paragraph shall consist of the following:

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
- b. A question-and-answer session for the purpose of reviewing the foregoing areas of instruction.

VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLINGS, PROCESSING APPLICATIONS, AND RECORD KEEPING

13. **Procedures for Showing Available Dwellings**

Within sixty (60) days from the date of entry of this Consent Order, Defendants shall develop and implement, with respect to dwellings at Shamrock Village, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwellings to prospective owners and tenants. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation (which approval shall not be unreasonably withheld) and shall be consistent with the provisions of this Section VI of this

Consent Order. The standards and procedures shall be posted and prominently displayed in any office or area where there is rental or sale activity and/or personal contact by the Defendants, their agents, employees, or any other persons acting under their direction with residents or prospective residents. A copy of these standards and procedures shall be made available upon request to any resident or prospective resident. For the duration of this Consent Order, these standards and procedures may be modified only if Defendants notify counsel for the United States of the substance of the proposed modifications at least thirty (30) days before the proposed modifications are to take effect and the United States makes no objection before the proposed modifications are to take effect.

14. Processing Rental or Purchase Applications

Within sixty (60) days from the date of entry of this Consent Order, Defendants shall develop and implement, with respect to all dwellings at Shamrock Village, objective, uniform, non-discriminatory standards and procedures that contain and govern:

- a. the process for receiving and acting on applications to rent or purchase a dwelling,
- b. the process for creating and maintaining an Availability List, and
- c. any occupancy standards, income or credit standards, or any other criteria that are used to determine whether prospective residents shall be permitted to rent or purchase the available dwellings.

Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section VI of this Consent Order. The standards and procedures shall be posted and prominently displayed in

any office or area where there is rental or sales activity and/or personal contact by the Defendants, their agents, employees, or any other persons acting under their direction with residents or prospective residents. A copy of these standards and procedures shall be made available upon request to any resident or prospective resident. For the duration of this Consent Order, these standards and procedures may be modified only if Defendants notify counsel for the United States of the substance of the proposed modifications at least thirty (30) days before the proposed modifications are to take effect and the United States makes no objection before the proposed modifications are to take effect.

15. Record Keeping

With respect to the rental or sale of dwellings at Shamrock Village, within thirty (30) days from the date of this Consent Order, Defendants shall:

- a. Create and maintain an Availability List on a daily basis that includes the address and/or number of each dwelling known to be available or reasonably expected to be available for rental or sale within thirty (30) days; monthly rent or purchase price for each such dwelling; security deposit, if any, for each such dwelling; the date Defendants or their agents or employees were first informed it would be available for rental or purchase, and the first date it would be available to a new tenant or owner. Defendants and their agents, employees, and any other person acting at their direction shall share information on the Availability List with each person who visits or calls Shamrock Village to inquire about the availability of dwellings, regardless of familial status;
- b. Create and maintain a Guest Log to record information about all persons who visit

or inquire about dwellings at Shamrock Village, whether in person or by telephone. Defendants and their agents, employees, and any other person acting at their direction shall ask all persons who visit or inquire to provide information for the Guest Log regardless of whether there are any available lots or mobile home units at Shamrock Village at the time of the visit or inquiry. The Guest Log shall provide the date of the visit or inquiry; the name, address, and daytime and evening telephone numbers of the person visiting or inquiring; the number of children under 18 expected to occupy the dwelling; and the date by which the person wishes to move in. Defendants shall also note on the Guest Log any dwelling address(es) and/or number(s) that the person was shown and whether the person was given an application or other forms or information for use in obtaining the dwelling. The Defendants may communicate to persons visiting or inquiring that the information is requested for the Guest Log to assist Shamrock Village in complying with the federal Fair Housing Act , that it will be kept confidential, and that the information is not required in order to rent or purchase a dwelling.;

and

- c. Create and maintain an Application Log that sets forth the name of the applicant, the date of the application, the number of children under 18, if any, residing with the applicant, whether the application for tenancy or purchase was approved or rejected, the date of approval or rejection, the address or number of the dwelling occupied by all approved applicants, and an explanation of the reason(s) for rejection of all rejected applications.

VII. COMPLIANCE TESTING

16. The United States may independently take steps to monitor Defendants' compliance with this Consent Order including, but not limited to, conducting fair housing tests at any residential property for which any Defendant, now or in the future, conducts rental or sales activities or has a direct or indirect ownership, management, or financial interest.

VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

17. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Consent Order, Defendants shall deliver to counsel for the United States³ a report containing information about Defendants' compliance efforts during the preceding reporting period, including but not limited to:

- a. Copies of all mandatory education acknowledgments signed by Defendants, their agents and employees, and all certifications of attendance of each participant in such educational program, pursuant to Section V of this Consent Order;
- b. Copies of all Availability Lists, Guest Logs, and other information recorded by any means related to any inquiries regarding the availability of dwellings, including Application Logs, maintained pursuant to Section VI of this Consent Order;
- c. Copies of lists setting forth the occupancy of each dwelling by address or number,

³ All documents or other communications required by this Consent Order shall be sent to counsel for the United States addressed as follows: Civil Rights Unit, U.S. Attorney's Office, Eastern District of Michigan, 211 West Fort Street, Suite 2001, Detroit, Michigan, 48226, Attn: DJ# 175-37-356, or as otherwise directed by the United States. If the Consent Order requires transmission by facsimile, the communication shall also be sent via facsimile to (202) 514-1116.

including the name and familial status of each tenant in that dwelling during the reporting period;

- d. Copies of any form rental or purchase applications and agreements that Defendants provide to prospective tenants or owners; and
- e. Photographs of each office in which rental or sale activity is conducted, showing the fair housing signs required by Section IV of this Consent Order and the standards and procedures required by Section VI of this Consent Order.

18. During the period in which this Consent Order is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Consent Order, including all rental or purchase applications, leases, rental roll ledgers, and/or occupancy lists for all dwellings, as well as records relating to any transfer of interest in dwellings as set out in Section XI below. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

19. During the period in which this Consent Order is in effect, Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against Defendants, or Defendants' agents or employees or any other person acting at their direction, regarding familial status discrimination in housing. If the complaint is written, Defendants shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendants shall also promptly provide the United States all information it may request

concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

IX. MONETARY DAMAGES FOR AGGRIEVED PERSONS

20. Within ten (10) business days after entry of this Consent Order, the Defendants shall deposit the sum of twenty-thousand dollars (\$20,000.00) into an interest-bearing account (“the Settlement Fund”) for the purpose of compensating other persons whom the Court determines may have been harmed by Defendants’ discriminatory housing practices (hereinafter, “aggrieved persons”). In addition, within ten (10) business days of the entry of this Consent Order, Defendants shall submit proof to the United States that this account has been established and the funds deposited.

21. To assist in identifying aggrieved persons, within sixty (60) days after entry of this Consent Order, Defendants shall arrange for the publication of and shall have published a Notice to Potential Victims of Housing Discrimination (“Notice”) in the print version of the *Monroe Evening News*, in accordance with the following provisions:

- a. The Notice shall be published on at least four (4) occasions in the ‘A’ Section (or News section) of the *Monroe Evening News*, including at least two (2) publications on Sundays. Each published Notice shall appear in a space measuring at least one-eighth (1/8) of a page;
- b. Each Notice shall appear in the form set forth in Appendix D to this Consent Order, providing a summary of the legal and evidentiary contentions of the United States and a general statement of the relief provided under this Consent Order. Each Notice shall also contain a statement that the United States seeks

information from any persons who claim to have been subjected to familial status discrimination by Defendants in connection with inquiring about, applying for, or obtaining housing or real-estate related financing, or with respect to the terms or conditions or privileges of housing or real-estate related financing at Shamrock Village. Each Notice shall invite such persons to contact counsel for the United States concerning their complaints within one hundred twenty (120) days from the entry of this Consent Order; and

- c. Defendants shall provide a copy of the newspaper containing each such Notice to counsel for the United States within ten (10) days after publication of the Notice.

22. Upon reasonable notice to Defendants' counsel, Defendants shall produce any rental/sale/tenancy records, or any other records in the possession, custody, or control of Defendants, their agents or employees, which the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Order. Defendants shall provide such rental/sale/tenancy records or shall permit representatives of the United States to receive copies of such rental/sale/tenancy records through Defendants' counsel.

23. Nothing in this Consent Order shall prevent the United States from making any additional efforts that it deems appropriate to locate and provide notice to potential aggrieved persons.

24. The United States shall investigate the claims of the aggrieved persons and, within one hundred eighty (180) days from the entry of this Consent Order, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Defendants in

writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The Defendants shall have thirty (30) days to review the declaration and provide counsel for the United States with any documents or information that they believe may refute the claim.

25. After receiving Defendants' comments, the United States shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or information submitted by Defendants. Defendants shall have fourteen (14) days to file any objections with the Court to the United States' final recommendations. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, Defendants shall deliver to counsel for the United States checks payable to the aggrieved persons in the amounts approved by the Court.

26. In no event shall the aggregate of all checks to the aggrieved persons exceed the sum contained in paragraph 20 above plus accrued interest.

27. When counsel for the United States has received a check from Defendants payable to an aggrieved person and a signed release from the aggrieved person in the form set forth in Appendix E to this Consent Order, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for Defendants. No aggrieved person shall be paid until he/she has signed and delivered to counsel for the United States the release set forth in Appendix E.

28. After the satisfaction of paragraphs 20 through 27 above, and expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be distributed to

a qualified organization(s) mutually agreed upon by the United States and the Defendants, subject to the approval of the court, for the purpose of conducting fair housing enforcement or educational activities in Monroe County. When the Court issues an order approving or changing the parties' proposed distribution of funds, Defendants shall distribute the funds in the manner directed by the Court within ten (10) days of the Court's order.

X. CIVIL PENALTY

29. Within ten (10) days after the entry of this Consent Order, the Defendants shall pay a total of seven thousand, five hundred dollars (\$7,500.00) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be sent, via overnight courier, to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

XI. ACQUISITION OF DWELLINGS

30. If, at any time during the term of this Consent Order, any Defendant acquires a direct or indirect ownership, management, or other financial interest in any other dwelling to be used as anything other than the Defendant's primary residence, this dwelling shall become subject to all relevant provisions of this Consent Order. Defendant shall notify counsel for the United States within thirty (30) days of acquiring the interest. The notice shall include identification of the nature of Defendants' interest in the property; the address; the number of individual dwellings; the number of bedrooms in each dwelling; the names of any existing residents; and the number of children under 18 residing with each such resident. Defendants shall also include in their notice to counsel for the United States a copy of the documents memorializing the transfer in interest to them and a copy of the lease or other occupancy

agreement for any existing resident(s).

XII. TRANSFER OF INTEREST IN SHAMROCK VILLAGE

31. If, at any time during the term of this Consent Order, defendant Tel-Clinton decides or intends to sell or transfer the entirety of its interests in the dwellings at Shamrock Village to an unrelated party (“transferee”) in an arms-length transaction⁴, including all direct or indirect ownership, management, or other financial interests, it shall do as follows:

- a. At least thirty (30) days prior to completion of the sale or transfer, defendant Tel-Clinton shall provide to counsel for the United States, by facsimile and overnight courier, written notice of its intent to sell or otherwise transfer its interests in the dwellings at Shamrock Village, including each prospective transferee’s name, address and telephone number; and
- b. Within thirty (30) days following completion of the sale or transfer, defendant Tel-Clinton shall provide to the United States by overnight courier a copy of the documents memorializing the sale or transfer of its interests in the dwellings at Shamrock Village.

32. If defendant Tel-Clinton sells or transfers the entirety of its interests in the manner described in paragraph 31 above, and otherwise complies with the notification provisions of paragraphs 31 above, defendant Tel-Clinton will thereafter be relieved of its obligations under Sections II - VIII and XI - XIV of this Consent Order and shall otherwise remain liable for compliance with all other sections of this Consent Order.

⁴ For purposes of this Consent Order, “arms-length transaction” is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract.

XIII. SCOPE AND DURATION OF CONSENT ORDER

33. The provisions of this Consent Order shall apply to all Defendants, their employees, agents, successors, assigns, and all persons acting in active concert or participation with them.

34. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years.

35. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice.

36. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section XIV below.

XIV. REMEDIES FOR NON-COMPLIANCE, TIME FOR PERFORMANCE, AND MODIFICATIONS

37. The United States may move the Court to extend the period in which this Consent Order is in effect if Defendants violate one or more of its terms or if the interests of justice otherwise require an extension of the terms of the Consent Order.

38. Any time limits for performance imposed by this Consent Order, other than the period during which this Consent Order is in effect, may be extended by mutual written agreement of the parties.

39. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any Defendant, whether willful or otherwise, to

perform in a timely manner any act required by this Consent Order or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by the Defendants or Defendants' violation or failure to perform.

IT IS SO ORDERED:

This 13th day of July, 2011.

S/ARTHUR J. TARNOW
ARTHUR J. TARNOW
United States Senior District Judge

I hereby certify that a copy of the foregoing document was served upon counsel of record on July 13, 2011, by electronic and/or ordinary mail.

s/Shawntel R. Jackson
Case Manager

By their signatures below, the parties consent to the entry of this Consent Order.

For Plaintiff United States of America:

BARBARA L. McQUADE
United States Attorney

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

s/ Susan K. DeClercq
SUSAN K. DeCLERCQ
Assistant United States Attorney
Eastern District of Michigan
211 W. Fort Street, Ste. 2001
Detroit, Michigan 48226
Phone: (313) 226-9149
Fax: (313) 226-3271
susan.declercq@usdoj.gov

s/ Christopher J. Fregiato
STEVEN H. ROSENBAUM
Chief
TIMOTHY J. MORAN
Deputy Chief
CHRISTOPHER J. FREGIATO
Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Northwestern Building, 7th Floor
Washington, D.C., 20530
Phone: (202) 305-0022
Fax: (202) 514-1116
christopher.fregiato@usdoj.gov

For Defendants Tel-Clinton Trailer Courts, Inc., d/b/a Shamrock Village Mobile Home Park; Eugene J. Ponzio; and Mildred E. Wampler:

s/ Carmine Perrotta (with consent)
CARMINE PERROTTA
The Perrotta Firm, PLC
401 S. Old Woodward Ave., Ste. 300
Birmingham, MI 48009
(248) 283-1003

APPENDIX A

Nondiscrimination Policy

It is the policy of Shamrock Village Mobile Home Park 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, regardless of the number of children). This policy means that, among other things, Shamrock Village and all its 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. Shamrock Village makes all available dwelling units and lots available to all prospective renters and purchasers, regardless of familial status. Shamrock Village and all its 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 sale or 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 sale or 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 sale or 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. Discriminate against any person in making available a real estate-related transaction as defined by 42 U.S.C. § 3605, or in the terms or conditions of such a transaction, because of familial status; or
- e. Limit or attempt to limit the number of children under 18 who may live in a mobile home or mobile home lot (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

**Employee/Agent Acknowledgment of Receiving and Reviewing
Consent Order and Nondiscrimination Policy**

I acknowledge that on _____, I received a copy of the Consent Order entered in *United States v. Tel-Clinton Trailer Courts, Inc., et al.*, Civil Action No. ____ (E.D. Mich.). I have also received a copy of my employer's Nondiscrimination Policy. The Consent Order and the Nondiscrimination Policy were explained to me by my employer, and all questions concerning these documents were answered. I have read and understood the Consent Order and the Nondiscrimination Policy.

Signature

Print Name

Job Title

Date

APPENDIX C

Certification of Attendance at Fair Housing Training

On _____, the employee whose name and signature appear below attended the following fair housing training, which I provided:

Name of Course: _____

Length of Course: _____

Signature of Trainer

Print Name

Name of Organization

Signature of Employee/Agent

Print Name

Job Title

Date

APPENDIX D

**NOTICE TO POTENTIAL VICTIMS OF HOUSING
DISCRIMINATION BECAUSE OF FAMILIAL STATUS
(HAVING CHILDREN UNDER AGE 18) AT SHAMROCK
VILLAGE MOBILE HOME PARK IN MONROE, MI.**

On _____, 2011, the United States District Court for the Eastern District of Michigan entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against Tel-Clinton Trailer Courts, Inc., d/b/a Shamrock Village Mobile Home Park, Eugene J. Ponzio, and Mildred E. Wampler. The lawsuit alleged that Defendants engaged in a pattern or practice of housing discrimination based on familial status (having children under age 18) at Shamrock Village Mobile Home Park, located at 1811 N. Telegraph Road in Monroe, Michigan, in violation of the federal Fair Housing Act.

Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants listed above. You may qualify to recover from this Settlement Fund if:

1. you asked about, applied for, or actually rented a lot, or you asked about, applied for, or actually rented, purchased, or financed a mobile home unit at Shamrock Village Mobile Home Park, and
2. one or more of the following is true:
 - a. you were denied an opportunity to rent a lot or to rent, purchase, or finance a mobile home unit because you or someone who would have lived with you had one or more children under the age of 18;
 - b. you were told that Shamrock Village Mobile Home Park did not accept or was not suitable for children;
 - c. you were not informed of or offered all available units or lots because you or someone who would have lived with you had one or more children under the age of 18;
 - d. you were charged extra fees because you had children in your household; and/or
 - e. you were otherwise discriminated against in connection with your residency at or attempt to rent a lot or rent, purchase, or finance a mobile home unit at Shamrock Village Mobile Home Park because you or someone who would have lived with you had one or more children under the age of 18.

If you believe you have been discriminated against because of familial status in connection with Shamrock Village Mobile Home Park, please contact the United States Department of Justice no later than ___[insert entry date of consent decree + 180 days]___ at: 1-800-896-7743, mailbox number 9993, or (313) 226-9151.

You may also write to the Department of Justice by e-mail at fairhousing@usdoj.gov or by mail at the following address:

United States Department of Justice

Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. - NWB
Washington, DC 20530
Attn: DJ# 175-37-356

Your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

APPENDIX E

Release

In consideration for the parties' agreement to the terms of the Consent Order entered in *United States v. Tel-Clinton Trailer Courts, Inc., et al.*, Civil Action No. _____ (E.D. Mich), and Defendants' payment to me of \$_____, pursuant to the Consent Order, 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 any of the Defendants, 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 _____, 2011.

[Print Name]

[Signature]