

THE HONORABLE JAMES L. ROBERT

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,	)	
	)	NO. 2:10-cv-01150-JLR
Plaintiff	)	
	)	
v.	)	CONSENT ORDER
	)	
SUMMERHILL PLACE, LLC,	)	
GRAN, INC., and RITA LOVEJOY,	)	
	)	
Defendants.	)	
	)	

**I. INTRODUCTION**

1. Plaintiff, United States of America, initiated this action on July 16, 2010 pursuant to 42 U.S.C. §§ 3612(o) and 3614(a) to enforce the Fair Housing Act, as amended 42 U.S.C. §§ 3601-3631. The Complaint alleges that the Defendants Summerhill Place, LLC, GRAN, Inc. and Rita Lovejoy engaged in discrimination on the basis of race, color, national origin and familial status in the rental of dwellings at Summerhill Place Apartments located at 10415 SE 174<sup>th</sup>

PROPOSED CONSENT ORDER-1

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave., N.W.- G Street  
Washington, D.C., 20530  
202-514-4713

1 Street, Renton, Washington 98055 (“Summerhill”), in violation of the Fair Housing Act, as  
2 amended, 42 U.S.C. §§ 3601 *et seq.*

- 3 2. Defendant Summerhill Place, LLC owns Summerhill.
- 4 3. Defendant GRAN, Inc. has overseen the management of Summerhill from 2002.
- 5 4. Rita Lovejoy was the resident manager of Summerhill from October 1997 until approximately  
6 November 2008 when GRAN, Inc. terminated Ms. Lovejoy's management responsibilities.
- 7 5. Defendants deny the United States' allegations and specifically deny that they discriminated on  
8 the basis of race, color, national origin, and familial status. The Parties agree that this Consent  
9 Order is a compromise of a disputed claim and should not be construed in any way as an  
10 admission by Defendants of any liability whatsoever or as admission by Defendants of any  
11 wrongdoing.
- 12 6. The parties agree that this Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1345 and 42  
13 U.S.C. § 3614(a).
- 14 7. The Parties have agreed to the entry of this Consent Order to resolve all claims of the United  
15 States against Defendants and to avoid costly and protracted litigation.
- 16 8. This Consent Order is effective upon its entry by the Court. For purposes of this Consent  
17 Order, the phrase “date of this Order” shall refer to the date on which the Court enters the  
18 Order.

19 ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

20 **II. GENERAL INJUNCTION**

- 21 9. Defendants, their agents, employees, and successors are hereby enjoined, with respect to the  
22 rental of dwellings, from:

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- 1 a. Refusing to rent a dwelling unit, refusing or failing to provide or offer information about a  
2 dwelling unit, or otherwise making unavailable or denying a dwelling unit to any person  
3 because of race, color, familial status, or national origin;
- 4 b. Discriminating against any person in the terms, conditions, or privileges of rental of a  
5 dwelling, or in the provision of services or facilities in connection therewith, because of  
6 race, color, familial status, or national origin;
- 7 c. Making, printing, or publishing, or causing to be made, printed, or published any notice,  
8 statement or advertisement, with respect to the rental of a dwelling that states any  
9 preference, limitation, or discrimination based on race, color, familial status, or national  
10 origin; or
- 11 d. Misrepresenting the availability of dwelling units based on race, color, familial status, or  
12 national origin.

13 **III. INJUNCTIVE RELIEF WITH RESPECT TO RITA LOVEJOY**

- 14 10. Defendants Summerhill Place, LLC and GRAN, Inc. are hereby enjoined from employing or  
15 otherwise retaining Defendant Rita Lovejoy in any position that involves managing, operating,  
16 renting, interacting with tenants or prospective tenants about, performing or supervising  
17 maintenance in connection with, or otherwise providing services relating to the rental of  
18 dwellings.
- 19 11. Defendant Lovejoy represents that she is not currently working in any way in connection with  
20 the rental of dwellings. If, during the term of the Order, Ms. Lovejoy begins to work in any  
21 capacity in connection with the rental of dwelling, she shall: (a) provide the person(s)  
22 employing or retaining her in such activities with a copy of this Order; and (b) immediately

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1 notify the United States of the nature and location of her activities, including the name, and  
2 address, and contact information for the place of business and the persons(s) retaining and  
3 supervising her.

4 **IV. ADOPTION AND IMPLEMENTATION OF UNIFORM NONDISCRIMINATORY**  
5 **PROCEDURES**

6 12. Uniform and Nondiscriminatory Procedures: Within thirty (30) days of the entry of this  
7 Consent Order, Summerhill Place, LLC and GRAN, Inc. shall create and submit for approval to  
8 the United States written Uniform and Nondiscriminatory Procedures for:

- 9 a. Receiving, handling, processing, rejecting and approving rental inquiries and applications,  
10 including those made in-person, by telephone, and by mail;
- 11 b. Identifying what information will be provided to prospective tenants under Paragraph 14 of  
12 this Order;
- 13 c. Determination of which unit new tenants will occupy;
- 14 d. Transferring existing tenants to different units;
- 15 e. Receiving, processing, and performing maintenance requests made by tenants;
- 16 f. Replacing appliances in dwelling units; and
- 17 g. The use of the grassy area (hereinafter “green space”) adjacent to buildings 4 and 5 by all  
18 residents and their guests, including children. The green space area is identified in the map  
19 attached as Appendix A.

20 Within seven (7) business days of receipt of notice of the United States’ approval of the  
21 Uniform and Nondiscriminatory Procedures, Summerhill Place, LLC and GRAN, Inc. shall  
22 implement such written Uniform and Nondiscriminatory Procedures at Summerhill. During the

1 term of this Order, if Summerhill Place, LLC and GRAN, Inc. wish to modify or alter the  
2 Uniform and Nondiscriminatory Procedures, they shall submit the proposed changes to counsel  
3 for the United States for review and approval, such approval shall not be unreasonably  
4 withheld.

5 13. Guest Cards: Within fifteen (15) days of the entry of this Order, Summerhill Place, LLC and  
6 GRAN, Inc. shall maintain Guest Cards and request that all persons who visit Summerhill in-  
7 person to inquire about renting an apartment at Summerhill fill out a Guest Card providing the  
8 date of their visit, their name, their address, their daytime telephone numbers and other contact  
9 information and the date by when they wish to move. Summerhill Place, LLC and GRAN,  
10 Inc., at their choosing, may also comply with this provision by asking the prospective tenant for  
11 the information identified above and filling out the Guest Card on their behalf. If a prospective  
12 tenant refuses to fill out a Guest Card, does not fully fill out the Guest Card, or does not  
13 provide sufficient information to fully fill out a Guest Card, Summerhill Place, LLC and  
14 GRAN, Inc. will not be considered to be in violation of this section. If a prospective tenant  
15 refuses to fill out the Guest Card, Summerhill Place, LLC or GRAN, Inc. shall fill out as much  
16 information as possible. Summerhill Place, LLC and GRAN, Inc. shall note on the Guest Card,  
17 the dwelling units the person was shown, whether the person was given an application and the  
18 name of the employee who attended to the visitor.

19 14. Information Provided to Prospective Applicants: Within fifteen (15) days of the entry of this  
20 Order, Summerhill Place, LLC, and GRAN, Inc. shall maintain a computerized database of  
21 ready, available, and showable dwelling units. From that database, Summerhill Place, LLC and  
22 GRAN, Inc. shall maintain a list comprised of those available units which Summerhill Place,

1 LLC and GRAN, Inc. are seeking to rent (the “Target list”), updated periodically. The Target  
2 list will be used to inform all persons who inquire about renting apartments at Summerhill of all  
3 available apartments which Summerhill Place, LLC and GRAN, Inc. seek to rent of the type  
4 they inquire about. Summerhill Place, LLC and GRAN, Inc. may first show prospective  
5 tenants the mini-model (if in use). If no apartment on the Target list meets their specifications,  
6 the database will be used to determine if another apartment is ready, available or showable that  
7 meets their specifications. Summerhill Place, LLC and GRAN, Inc. shall inform all such  
8 person that they may fill out an application or, if no apartment of the particular size that they  
9 are seeking is ready, available or showable, that they may be placed on a waiting list.

10 15. Wait Lists: Within fifteen (15) days of the entry of this Order, to the extent a particular size  
11 apartment is not available, Summerhill Place, LLC and GRAN, Inc. shall maintain waiting lists  
12 for each size unit at Summerhill Place Apartments that contains (to the extent the information is  
13 provided by the prospective tenant) each prospective tenant’s current address, daytime  
14 telephone number and other contact information, email address, and the number of intended  
15 occupants. Summerhill Place, LLC and GRAN, Inc. shall also indicate, for each prospective  
16 tenant, the time and date he or she was placed on the list and the name of the employee who  
17 received the applicant’s application. Names on the waiting list will be removed after six  
18 months, unless the prospective tenant advises that they want to continue to be maintained on  
19 the waiting list. When a unit of the type sought by a prospective tenant becomes available,  
20 Summerhill Place, LLC and GRAN, Inc. shall attempt to notify persons on the waiting list by  
21 phone and/or email of the availability of the unit prior to offering it to a person not on the list.

22 To the extent such attempts are not made simultaneously, the contacts shall be made in the

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1 order in which persons are listed on the wait list. Any prospective tenants will have 24 hours  
2 from the time of the attempted contact to fill out an application and provide a holding deposit  
3 for the available unit or their name will be removed from the waiting list and the apartment will  
4 be released to the next prospective tenant.

5 16. Rental Applications: Summerhill Place, LLC and GRAN, Inc. shall permit all persons who  
6 inquire about renting a dwelling unit at Summerhill the opportunity to complete a written rental  
7 application. Summerhill Place, LLC and GRAN, Inc. shall note on each rental application  
8 filled out by a prospective tenant for Summerhill, the month, day, year, and time that  
9 Summerhill Place, LLC and GRAN, Inc. received the application. To the extent Summerhill  
10 Place, LLC and GRAN, Inc. rejects any application for housing, Summerhill Place, LLC and  
11 GRAN, Inc. shall provide, either on the application or on an attachment to the application, a  
12 written explanation why the applicant was determined ineligible for tenancy, including all  
13 reasons therefore and any supporting documentation, and the name of the employee or entity  
14 who made the decision. Within three (3) days of the decision to reject an applicant,  
15 Summerhill Place, LLC and GRAN, Inc. shall notify such applicant of the rejection and the  
16 reason therefore in writing by mailing a copy of the written reason for the rejection to the  
17 address provided by the prospective tenant. Summerhill Place, LLC and GRAN, Inc. shall  
18 offer an available dwelling unit to prospective tenants who are approved in the order the  
19 completed application plus a holding deposit was received by Summerhill.

20 17. Use of Green Space: Within fifteen (15) days of the entry of this Order, Summerhill Place, LLC  
21 and GRAN, Inc. shall make the green space located between Buildings 4 and 5 available for the  
22 use of residents, including children, and their guests, and shall place one or more signs noting

1 that this is a “recreational space.” The green space area is identified in the map attached as  
2 Appendix A. To the extent that Summerhill Place, LLC and GRAN, Inc. discuss areas for play  
3 by children with prospective tenants, whether in response to an inquiry from the prospective  
4 tenant or at Summerhill Place, LLC and GRAN, Inc.’s initiative, Summerhill Place, LLC and  
5 GRAN, Inc. shall inform such prospective tenants that the green space is available for all  
6 residents, including children, to use in accordance with Summerhill policy. Nothing in this  
7 provision shall prohibit Summerhill Place, LLC and GRAN, Inc. from adopting reasonable  
8 rules on the use of the green space by residents and their guests. Any such rules shall be  
9 included in the rules and procedures adopted pursuant to Paragraph 12.

10 **V. TRAINING**

11 18. Within sixty (60) days of the entry of this Order, Rita Lovejoy and all agents or employees of  
12 the Defendants who have any responsibility for showing, renting, or managing dwellings at  
13 Summerhill, and each agent or employee who supervises such activities, shall attend and  
14 complete a fair housing training program, approved by the United States, at Summerhill Place,  
15 LLC’s and GRAN, Inc.’s expense. Persons required to be trained include any employees who  
16 show apartments to prospective tenants even if that task is not part of their job description. The  
17 training shall be conducted by a qualified third party, unconnected to Defendants or their  
18 employees or officers, agents, or counsel, approved by the United States, and Defendants shall  
19 submit the name and contact information of the trainer to the United States for approval at least  
20 at least thirty (30) days in advance of such training. The training shall include the following:

- 21 a. Informing each individual of his or her duties and obligations under this Order as well as  
22 under the Fair Housing Act;

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- 1 b. Furnishing to each individual a copy of this Order and the Defendants' Uniform and  
2 Nondiscriminatory Procedures identified in Paragraph 12;
- 3 c. Explaining how the Defendants' policies and procedures are designed to ensure that racial  
4 discrimination, national origin discrimination and familial status discrimination does not  
5 influence the process of providing rental information to persons who make inquiries, the  
6 process of making decisions on rental applications, the process of determining which unit  
7 an applicant or transfer rents, and the process of performing maintenance requests or  
8 apartment renovations;
- 9 d. Conducting a question and answer session for purposes of reviewing items a through c  
10 above and allowing all trainees to clarify their understanding of items a through c above;  
11 and
- 12 e. Securing a signed certification in the form of the statement attached hereto as Appendix B,  
13 from each such individual indicating that he or she attended the training and has received,  
14 read, and understood this Order and the Defendants' Uniform and Nondiscriminatory  
15 Procedures identified in Paragraph 12.

16 19. During the period in which this Order is in effect, within sixty (60) days of commencing an  
17 employment or agency relationship, all new agents or employees of the Defendants who have  
18 responsibility for showing, renting, or managing dwellings at Summerhill Place Apartments,  
19 including any employees who show apartment units even if that task is not part of their job  
20 description and all new agents or employees who supervise such activities, shall be given a  
21 copy of the written Uniform and Nondiscriminatory Procedures and this Consent Order and  
22

1 shall be given training as described in Paragraph 18, and shall be required to sign the statement  
2 appearing at Appendix B.

3 **VI. NOTIFICATION TO TENANTS AND PUBLIC**

4 20. Summerhill Place, LLC and GRAN, Inc. shall:

- 5 a. Within seven business days of the receipt of the approval of the Notice of Uniform and  
6 Nondiscriminatory Procedures identified in paragraph 12 provide each current tenant of  
7 Summerhill, each new tenant of Summerhill (within five (5) business days of the  
8 commencement of his or her tenancy), and each prospective applicant of Summerhill (at the  
9 time of the completion of a Guest Card), with a written notice summarizing the Uniform  
10 and Nondiscriminatory Procedures. This notice shall be submitted at the same time as the  
11 proposed Uniform and Nondiscriminatory Procedures to the Justice Department for  
12 approval before distribution;
- 13 b. Post and prominently display a full size HUD fair housing poster, HUD Form 928.1, in a  
14 conspicuous location in or near the rental office or apartment or other location used as a  
15 rental office at Summerhill and any other residential rental property owned or managed by  
16 Defendants within thirty (30) days of the date of this Order;
- 17 c. Include the following written statement on all Defendants' Rental Applications, Leases, and  
18 Uniform and Nondiscriminatory Procedures, for Summerhill:  
19 We are an equal opportunity housing provider. We do not discriminate on the  
20 basis of race, color, religion, sex, national origin, familial status, or disability.

21 **VII. RECORD KEEPING, MONITORING, AND REPORTING**

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1 21. The United States may take steps to monitor Defendants' compliance with the Fair Housing  
2 Act and this Consent Order including, but not limited to, conducting fair housing tests at any  
3 dwelling in which any Defendant, now or in the future, has a direct or indirect ownership,  
4 management, or financial interest.

5 22. Throughout the duration of this Order, Summerhill Place, LLC and GRAN, Inc. shall preserve  
6 and maintain all records for Summerhill which are the source of, contain, or relate to, any  
7 information pertinent to their obligations under this Order, (which may be maintained jointly)  
8 including, but not limited to, the following:

- 9 a. Guest Cards;
- 10 b. Wait Lists;
- 11 c. Rental Applications;
- 12 d. Leases;
- 13 e. a copy of the Uniform and Nondiscriminatory Procedures form;
- 14 f. Tenant rules and regulations;
- 15 g. Rental ledgers; and
- 16 h. Any traffic or screening log.

17 23. Within one hundred and twenty (120) days of the entry of this Order, Summerhill Place, LLC  
18 and GRAN, Inc. shall submit the following records to counsel for the United States (which may  
19 be a joint submission):

- 20 a. Copies of all written verifications of the training (*see Appendix B*) conducted pursuant to  
21 the requirements set forth above;

- b. A photograph of the rental office or apartment used as rental office at Summerhill and any other residential rental property owned or managed by Defendants, which verify that the Fair Housing Poster is being displayed as required by the terms enumerated above;
- c. Representative copies of all of the documents required to be generated or modified by Paragraph 20(a) and (c) ;
- d. Copies of any existing tenant rules and regulations for Summerhill; and
- d. Written verification that the Uniform and Nondiscriminatory Procedures has been distributed as required by the terms enumerated above.

24. Within one hundred and twenty (120) days after the entry of this Order, on or before the first and second anniversary of the entry of this Order, and within sixty (60) days of the three-year anniversary of the entry of the Order, Summerhill Place, LLC and GRAN, Inc. shall deliver to counsel for the United States a report (which may be a joint submission) containing the following information (the first report shall cover the initial ninety (90) days and the subsequent reports shall cover the period since the last report):

- a. To the extent that these documents have not been provided previously, copies of all written verifications of the training (*see Appendix B*) conducted pursuant to the requirements enumerated above;
- b. A report identifying by apartment number each new household moving into dwellings at Summerhill during the reporting period and for each such household, the name, race, national origin, familial status (including approximate ages of any minors) of the tenants, based on good faith observation by the Summerhill Place, LLC and GRAN, Inc. and the

1 date on which each dwelling was vacated by the previous tenant, and the date on which  
2 each dwelling was occupied by a new tenant.

3 25. Summerhill Place, LLC and GRAN, Inc. shall also advise counsel for the United States, in  
4 writing, within thirty (30) days of receipt of any complaint, whether written or oral, against the  
5 Defendants or against any of Defendants' employees, agents or residential rental properties or  
6 dwellings, regarding alleged discrimination based on race, color, national origin, or familial  
7 status. This notification shall include a copy of the complaint, the full details of the complaint,  
8 any action taken by Summerhill Place, LLC or GRAN, Inc. in response to the complaint, the  
9 complainant's name, the complainant's address, and the complainant's telephone number.  
10 Upon request, all of the pertinent documents shall also be sent to the United States.

11 Summerhill Place, LLC and GRAN, Inc. shall also advise counsel for the United States, in  
12 writing, within fifteen (15) days of the resolution of any complaint identified above (if a  
13 resolution is reached).

14 26. During the term of this Order, representatives of the United States shall be permitted, upon ten  
15 days written notice to Summerhill Place, LLC and GRAN, Inc., to inspect and copy at  
16 reasonable times any and all records related to the rental of dwellings at Summerhill or related  
17 to Summerhill Place, LLC's and GRAN, Inc.'s obligations under this Order.

18 **VIII. MONETARY DAMAGES FOR AGGRIEVED PERSONS**

19 27. Within ten (10) business days of the entry of this Consent Order, Summerhill Place, LLC and  
20 GRAN, Inc. shall deposit \$85,000 in an interest bearing escrow account for the purpose of  
21 compensating persons who are deemed by the United States to be aggrieved persons as set forth  
22 below ("final aggrieved person"). This money shall be referred to as "the Settlement Fund."

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1 Any interest accruing to the fund shall become a part of the fund and be utilized as set forth  
2 herein. All expenses related to the establishment of the account shall be borne by the  
3 Summerhill Place, LLC and GRAN, Inc. In no event will Defendants be required to contribute  
4 additional sums or funds to the Settlement Fund.

5 28. Within thirty (30) days of the entry of this Order, Summerhill Place, LLC and GRAN, Inc. shall  
6 publish the Notice set forth at Appendix C as follows: (1) In the Seattle Times on three  
7 occasions separated from one another by at least twenty-one (21) days, and at least two  
8 publication dates on a Sunday and (2) In the RentonReporter.com on three occasions  
9 separated from one another by at least twenty-one (21) days. The Notice shall be no smaller  
10 than three columns by six inches. All of the costs associated with this notice, its publication,  
11 and distribution shall be borne by Summerhill Place, LLC and GRAN, Inc. Summerhill Place,  
12 LLC and GRAN, Inc. shall provide proof of publication to counsel for the United States within  
13 ten (10) business days of publication in the form of an affidavit of publication from the  
14 publisher.

15 29. Within fifteen (15) days of the entry of this Order, Summerhill Place, LLC and GRAN, Inc.  
16 shall send a copy of the Notice to the organizations listed in Appendix D.

17 30. Within thirty (30) days of the entry of this Order, Summerhill Place, LLC and GRAN, Inc. shall  
18 mail a copy of the Notice set forth in Appendix C to all of its current tenants residing in  
19 Summerhill. Within thirty (30) days of the entry of this Order, Summerhill Place, LLC and  
20 GRAN, Inc. shall mail a copy of the Notice set forth in Appendix C to the last known addresses  
21 for tenants of Summerhill from 2002 to the date of the entry of this Order. Within forty-five  
22

1 (45) days of entry of this Order, Defendants shall provide to counsel for the United States proof  
2 that the Notice has been sent in the form of an Affidavit of Mailing.

3 31. Within twenty (20) days of the date of entry of this Consent Order, Summerhill Place, LLC and  
4 GRAN, Inc. shall make available to the United States for inspection and copying all rental  
5 records for Summerhill from 2002 to the date of entry of this Order for the United States' use in  
6 identifying potential aggrieved persons. Such records shall include but not be limited to: rental  
7 applications, guest cards, current and former tenant lists, current and former tenant files, tenant  
8 complaints, and maintenance records and logs.

9 32. Nothing in this Order shall preclude the United States from making its own efforts to locate and  
10 provide notice to potential aggrieved persons (such as conducting door-to-door interviews of  
11 current tenants).

12 33. Within one hundred and eighty (180) days from the entry of this Order, the United States shall  
13 make a preliminary determination of which persons are aggrieved and an appropriate amount of  
14 damages that should be paid to each such person. The United States will inform the  
15 Defendants in writing of its preliminary determinations, together with a copy of a sworn  
16 declaration from each allegedly aggrieved person setting forth the factual basis of the claim.  
17 The Defendants shall have fourteen (14) days to review the declaration and provide to the  
18 United States any documents or information that they believe may refute the claim.

19 34. After receiving the Defendants' comments, the United States shall submit its final  
20 recommendations, together with a copy of the declarations and any additional information  
21 submitted by Defendants, to the Court. However, if the Defendants agree with the United  
22 States' recommendations, the recommendation shall be submitted to the Court in the form of a

1 Stipulated Order. When the Court issues an order approving or changing the United States'  
2 proposed distribution of funds for allegedly aggrieved persons, the Defendants shall, within ten  
3 (10) days of the Court's order, deliver to the United States checks payable to the aggrieved  
4 persons in the amounts approved by the Court. In no event shall the aggregate of all such  
5 checks exceed the amount of the Settlement Fund, including any accrued interest.

6 35. When counsel for the United States has received a check from Defendants payable to an  
7 aggrieved person and a signed release in the form of Appendix E from the aggrieved person,  
8 counsel for the United States shall deliver the check to the aggrieved person and the original,  
9 signed release to Defendant. No aggrieved person shall be paid until he/she has signed and  
10 delivered to counsel for the United States the release at Appendix E.

11 36. In the event that less than the total amount in the Settlement Fund including accrued interest is  
12 distributed to persons deemed to be aggrieved by the United States, the Court shall order the  
13 remainder of the Settlement Fund be distributed to a qualified organization(s) mutually agreed  
14 upon by the United States and Summerhill Place, LLC and GRAN, Inc., subject to the approval  
15 of the Court, for the purpose of conducting fair housing enforcement or educational activities in  
16 the metropolitan Seattle area.

17 37. Summerhill Place, LLC and GRAN, Inc. shall permit the United States, upon seven (7)  
18 business days written notice, to review any relevant records that may facilitate its  
19 determinations regarding the claims of alleged aggrieved persons.

20 **IX. CIVIL PENALTY**

21 38. Summerhill Place, LLC and GRAN, Inc. shall pay a total sum of \$25,000 to the United States  
22 as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). Said sum shall be paid within ten (10)

1 days of the date of entry of this Order by submitting a check to counsel for the United States  
2 made payable to the United States of America.

3 **X. TRANSFER OF INTEREST**

4 39. If, during the term of this Order, the Defendant Summerhill Place, LLC maintains that its  
5 reporting obligations under this Order relating to Summerhill have terminated or changed  
6 because they have sold or transferred any portion of Summerhill to a bona-fide third party  
7 purchaser in an arms length transaction, Defendant Summerhill Place, LLC shall inform the  
8 United States and provide the date of the sale or transfer, copies of the sale or transfer  
9 documents, and the name(s) and contact information for the subsequent purchaser. Any such  
10 sale or transfer shall not affect Defendant GRAN, Inc.'s obligation so long as it is still  
11 providing management services for Summerhill.

12 40. If during the term of this order, GRAN, Inc. asserts that its reporting obligations under this  
13 order have ceased or changed because they no longer provide management services to  
14 Summerhill Place, LLC or for Summerhill, GRAN, Inc. shall inform the United States and  
15 provide a copy of any documents ending such management services.

16 **XI. NOTICES**

17 41. Any Notices, documents or written materials that are required to be provided to the United  
18 States of counsel for the United States shall be sent by commercial (non-USPS) overnight  
19 delivery service address as follows: United States Department of Justice, Civil Rights  
20 Division, Housing and Civil Enforcement Section, 1800 G Street, N.W. Suite 7002,  
21 Washington, D.C. 20006, Attn: D.J. # 175-82-145 and by email as follows:

22 julie.allen@usdoj.gov; beth.frank@usdoj.gov. Any Notices, documents, or written materials

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1 that are required to be provided to counsel for Defendants shall be sent by email to the  
2 following email addresses: pam.salgado@bullivant.com; Genevieve.schmidt@bullivant.com;  
3 nelson@graninc.com

4 **XII. DURATION, MODIFICATIONS AND REMEDIES FOR NON-COMPLIANCE**

5 42. This Consent Order shall remain in effect for three (3) years from the date of the entry of this  
6 Order. However, in the event that there is a material and substantial failure by any Defendant  
7 to satisfy the terms or provisions of the Consent Order, the United States may file a motion  
8 requesting that the term of the Consent Order be extended.

9 43. Any time limits for performance imposed by this Consent Order may be extended by the  
10 mutual written agreement of the Parties.

11 44. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of  
12 the Order. The United States may move the Court to extend the duration of the Order in the  
13 interests of justice.

14 45. The Parties shall employ their best efforts to resolve any differences that arise in the  
15 implementation or interpretation of this Consent Order. In the event that such efforts fail,  
16 either party, after meeting-and-conferring with the other party, may bring the matter to the  
17 Court's attention for resolution. In the event of a failure by Defendants to perform in a timely  
18 manner any act required by this Order or otherwise to act in conformance with any provision  
19 thereof, the United States may move this Court to impose any remedy authorized by law or  
20 equity, including, but not limited to, an order requiring performance or deeming such act to  
21 have been performed, and an award of any damages, costs, and reasonable attorney's fees  
22 which may have been occasioned by the Defendant's violation or failure to perform.

1 46. By consenting to entry of this Consent Order, the United States and Defendants agree that in  
2 the event the Defendants engage in any future violation(s) of the Fair Housing Act in any rental  
3 ownership or management beginning after entry of the Consent Order, such violation(s) shall  
4 constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

5 **XIII. COSTS OF LITIGATION**

6 47. Each party to this Order shall bear its own costs and attorney’s fees associated with this  
7 litigation.

8 **IX. SIGNATURE OF THE PARTIES**

9 48. The Parties consent to the entry of this Consent Order as indicated by the signatures of counsel  
10 below:

1 DATED this 7th day of March, 2011

2 Presented By,

3 Counsel for the United States:

4 JENNY A. DURKAN  
United States Attorney  
5 Western District of Washington

THOMAS H. PEREZ  
Assistant Attorney General  
Civil Rights Division

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s/Beth Frank  
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TIMOTHY J. MORAN  
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15 Counsel for the Defendants:

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23 PROPOSED CONSENT ORDER-20

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave., N.W.- G Street  
Washington, D.C., 20530  
202-514-4713

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DATED this \_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
JAMES L. ROBERT  
UNITED STATES DISTRICT COURT JUDGE

PROPOSED CONSENT ORDER-21

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave., N.W.- G Street  
Washington, D.C., 20530  
202-514-4713