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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
URBANA DIVISION

**FILED**

MAR 15 2002

JOHN M. WATERS, Clerk  
U.S. DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS

ANNETTA MILLER, et al.,	)	
and	)	
UNITED STATES OF AMERICA,	)	
Plaintiffs,	)	
	)	No. 99-2212
v.	)	No. 99-2280
	)	
SPRING VALLEY PROPERTIES,	)	
et al.,	)	
Defendants.	)	
_____	)	

PROPOSED CONSENT ORDER

All the parties hereby lodge this Proposed Consent Order with the Court and jointly move the Court to enter this Proposed Consent Order as a Final Order to resolve these consolidated actions subsequent to publication of notice and, if necessary, the holding of a fairness hearing as set out below.

The Millers together with the South Suburban Housing Center (SSHC), and the United States, filed complaints initiating these consolidated actions on September 9, 1999, and November 17, 1999, respectively. Both actions were brought pursuant to the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§3601 *et seq.* ("the Act"); the Millers and SSHC also asserted claims under the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§1981 and 1982. Both complaints alleged that the defendants engaged in a pattern or practice of discrimination against persons on the basis of race or color, in violation of 42 U.S.C. §3604, in the rental of dwellings they own and/or manage(d) in and around the central

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Illinois communities of Danville, Westville, Georgetown, and Catlin. More specifically, the complaints alleged that the defendants steered prospective tenants away from certain of their properties and to others of their properties because of their race or color. The private plaintiffs sought relief on their own behalf, while the United States sought relief on behalf of itself and all aggrieved individuals within the meaning of the Fair Housing Act, as amended.

The private plaintiffs thereafter filed an amended complaint to add allegations of discrimination against and claims for injunctive and declaratory relief on behalf of a class of all African-Americans who have sought, are seeking, or will seek rental housing from the defendants and have been, are being, or will be subject to the defendants' racially discriminatory housing practices. The Court granted the plaintiffs' class certification motion on August 1, 2001. As a part of the settlement of these lawsuits, the defendants have moved for a stay of consideration of and, upon final approval of this Order, have agreed to move to withdraw their Petition for Leave to Appeal that Order.

All defendants answered the complaints denying the allegations of unlawful conduct. All defendants further continue to deny that they have engaged in racial steering, discriminated in the provision of housing on the basis of race or color, or by any other manner or means violated either the Fair Housing Act or the 1866 Civil Rights Act. However, if this case were to proceed to trial, the defendants recognize that the United States and the private plaintiffs would offer evidence, which, if credited by the finder of fact over the defendants' contrary evidence, would support a finding that the defendants have engaged in a pattern or practice of discrimination on

the basis of race or color, in violation of the Fair Housing Act, 42 U.S.C. §3604, and the Civil Rights Act of 1866, 42 U.S.C. §§1981 and 1982.

The defendants, the private plaintiffs, and the United States fully anticipate that the provisions of this Proposed Consent Order will ensure that the defendants do not engage in any future violation of the Fair Housing Act or the 1866 Civil Rights Act. However, all parties agree that in the event that any of the defendants is found to have engaged in any violation of the Fair Housing Act during the life of this Proposed Consent Order, the Court shall be permitted to assess a civil penalty against that defendant pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

It is in the best interest of all parties, and of the public, that the cost and uncertainty of protracted litigation be avoided. Consequently, all parties agree that this dispute should be resolved without the necessity of an evidentiary hearing. Therefore, the parties have agreed to waive a hearing on the merits and the entry of findings of fact and conclusions of law and have agreed, instead, to the entry of this Proposed Consent Order, as indicated by the signatures appearing below.

The parties recommend to the Court that this Proposed Consent Order is a fair, reasonable, and adequate resolution of the claims of all plaintiffs, including claims for injunctive relief asserted by the plaintiff class, as required by Rule 23, Federal Rules of Civil Procedure. The parties have agreed to submit the Notice of Proposed Class Action Settlement attached as Exhibit A hereto to the Court for its approval. The parties further agree and propose that this Notice, and the procedure for notice and an opportunity for objection by class members, all as set forth below, constitutes sufficient and appropriate notice and opportunity to comment on the

proposed settlement for class members. Final entry of this Proposed Consent Order as the Order of this Court shall therefore constitute a finding by the Court that this Proposed Consent Order is fair, reasonable, and adequate and in the best interests of the class as a whole.

**JOINT PROPOSAL FOR PROVISION  
OF NOTICE OF PROPOSED CONSENT ORDER  
TO CLASS MEMBERS**

1. The parties agree to the following procedure and schedule for notice and submission of this Proposed Consent Order to the Court pursuant to Rule 23(d) of the Federal Rules of Civil Procedure.

2. Class counsel shall submit the Proposed Consent Order to the Court with a request for approval. In connection with this request for approval, the parties each agree to represent to the Court that the Proposed Consent Order is fair within the meaning of that term contemplated by Rule 23(e) of the Federal Rules of Civil Procedure.

3. Within 10 days of presentment of the Proposed Consent Order to the court, the class counsel shall arrange for service of this Notice of Proposed Class Action Settlement on each identifiable member of the class. Service on such class members shall be accomplished by registered mail, return receipt requested, with a copy of the service mailing list to be served on all counsel and lodged with the Court. In addition, class counsel shall cause the entire Notice of Proposed Class Action Settlement to be published, with the cost to be borne by class counsel, in the Legal Notices of the Danville News Gazette for two consecutive days in each of three consecutive weeks.

4. Class members will have 21 days from the date of the final published notice within which to file objections with the Court with service on all counsel of record. Said counsel may respond to any objections within 7 days of service thereof.

5. Upon the expiration of that seven-day period, the Court has the discretion to approve the Agreement on the record before it if no substantive objections are made. Alternatively, or in the event that any timely substantive objections are filed with the Court, the Court may proceed as it deems proper under Rule 23(d).

## CONSENT ORDER

Upon the foregoing recommendation of the parties, and after allowing fair and sufficient opportunity for comment or objection by members of certified class in Civil Action No. 99-2212,

It is hereby ORDERED, ADJUDGED and DECREED:

### I. Preamble

1. This Consent Order (“the ORDER”), submitted by agreement of all parties, shall constitute the Final Order in Civil Actions Nos. 99-2212 and 99-2280 (consolidated by this Court as Civil Action No. 99-2212). The effective date of the ORDER shall be the date on which it is entered by the Court.

2. The ORDER fully and finally resolves all claims, by whatever parties raised, arising out of the transactions or occurrences that are the subject matter of these consolidated Civil Actions, including all compulsory and permissive counterclaims and cross-claims which were, or could have been, raised in these Civil Actions.

3. This Court has jurisdiction over these consolidated Civil Actions pursuant to 28 U.S.C. §§ 1331 and 1343, in that these Civil Actions raise claims arising under the laws of the United States, including claims arising under an Act of Congress providing for the protection of civil rights.

4. The Court has not decided the validity of any claim or defense asserted by any party, and the ORDER shall not be understood as an expression of any opinion by the Court as to the merits of any claim or defense.

5. The Court finds that the ORDER is fair, reasonable, adequate, and in the best interest of the class certified in Civil Action No. 99-2212, to wit:

**“All African-American persons who have sought, are seeking or will seek to rent housing from the defendants since September 1997, and who have been, are being, or will be subject to the defendants’ discriminatory practices based upon their race.”**

The Court further finds that the ORDER is in the public interest.

6. The certification of the foregoing class, by Order of this Court dated August 1, 2001, is not an adjudication on the merits, and the Court expresses no opinion as to whether any person or persons meets the qualifications for membership in this class.

## **II. Injunctive Relief**

7. Defendants, their agents, employees, successors, and all persons in active concert or participation with any of them, are permanently enjoined, with respect to the rental of dwellings<sup>1</sup> at any location, from:

- a. Refusing to rent a dwelling unit, refusing to negotiate for the rental of a dwelling unit, refusing or failing to provide or offer information about a dwelling unit, or otherwise making unavailable or denying a dwelling unit to any person because of race or color;

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<sup>1</sup> For the purposes of the ORDER, “dwelling” shall have the same meaning as it does in the Fair Housing Act, 42 U.S.C. §3602(b).

- b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling unit, or in the provision of services or facilities in connection therewith, because of race or color;
- c. Making, printing, publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the rental of a dwelling unit that states any preference, limitation, or discrimination based on race or color or an intention to make such a preference, limitation, or discrimination;
- d. Representing to any person, because of race or color, that any dwelling unit is not available for inspection or rental when such dwelling unit is, in fact, so available;
- e. Inducing a person to view or rent a particular dwelling unit – or failing to do so – because of the race or color of that person or of persons already living at the location of a particular dwelling unit; and
- f. Engaging in any other discriminatory housing practice prohibited by 42 U.S.C. §§3601 et seq.

8. Unless specifically provided otherwise, the provisions of the ORDER apply to all residential rental properties covered by the Fair Housing Act in which any of the defendants have an ownership or management interest, whether individual or jointly with others. Further, in the event that any legal action, including any enforcement action or other action for alleged violation of the provisions of the ORDER, shall be commenced against defendants Wanda Buchanan or Michael Langevin, by reason of any act or omission related to said defendant's ownership or management of residential rental property in which neither Rivercrest LLP, nor Spring Valley

Property Management, nor Dr. Naresh C. Goel, nor Koeli Goel, shall have any ownership interest, said legal action shall be commenced only against defendant Buchanan or Langevin, as the case may be, and the commencement of such legal action shall not be used as a basis to extend the coverage or duration of the ORDER as to any Spring Valley Property Management or Rivercrest LLP property, nor shall any penalties, fines, or damages be collected from Spring Valley Property Management, Rivercrest LLP, Dr. Naresh C. Goel, or Koeli Goel on account of such alleged violation.

### **III. Standards for Applicants**

9. Defendant Spring Valley Property Management shall adopt and implement within a reasonable time, not to exceed 60 days after the effective date of the ORDER, written uniform and non-discriminatory standards and procedures for advertising the availability of residential properties for rent, the processing of residential rental applications, the establishment and maintenance of waiting lists (if any are to be established or maintained), and the approval of applicants for the rental of available dwelling units at each of their residential rental properties. A copy of these standards and procedures shall be provided to counsel for the United States<sup>2</sup> and the private plaintiffs for review and comment at least ten (10) days prior to their implementation. These standards and procedures also shall be posted and available for inspection by applicants in any rental office operated by or for the benefit of Defendant Spring Valley Property

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<sup>2</sup> All material required by the ORDER to be sent to counsel for the United States shall be addressed as follows: United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attention: Civil Rights Division, Housing and Civil Enforcement Section, Northwest Building.

Management. Nothing contained in the ORDER shall preclude Defendant Spring Valley Property Management from the uniform use of credit or job history as a basis for accepting or rejecting prospective tenants to the extent that the use of such criteria is permissible under federal law. For the duration of the ORDER, these rental standards and procedures may be modified only upon thirty (30) days prior written notice to counsel for the United States and the private plaintiffs. In the event that the United States or the private plaintiffs object to any proposed modification in writing within twenty (20) days of receipt of notice, the change shall not be implemented for an additional thirty (30) days.

10. The Defendants Rivercrest LLP, Spring Valley Property Management, Dr. Naresh C. Goel, and Koeli Goel shall, with respect to all residential rental dwellings in which they have an ownership or management interest, or which are managed for their benefit:

- a. Regularly maintain and update an accurate list of all multi-unit dwellings then available for rental (the "available unit(s)"), including for each unit the apartment number, number of bedrooms, monthly rent, and deposit requirements;
- b. Offer to inform each prospective applicant who inquires about renting a dwelling of all available apartment units of the bedroom size requested;
- c. If there is no available apartment unit of the type requested, offer to inform the prospective applicant of the availability of other types of apartment units, and inform the prospective applicant about the procedure for placement on a waiting list (if one is maintained); and

d. Permit all prospective applicants the opportunity to complete a written rental application, subject to the requirement that the prospective applicant pay any uniform application fee required of all applicants, and/or to be placed on a waiting list (if one is used).

#### **IV. Mandatory Education and Training**

11. Within sixty (60) days following the effective date of the ORDER, Defendants Naresh Goel, Koeli Goel, and Wanda Buchanan as well as their managers, employees, agents, and all other persons with any responsibility with respect to the rental of dwellings owned by Rivercrest LLP and/or managed by Spring Valley Property Management, shall attend a program of educational training concerning their responsibilities under federal, state, and local fair housing laws, regulations, or ordinances. This training will be provided by SSHC at a Danville, Illinois location. The training program shall not exceed one day or two evenings in length, and shall be scheduled by mutual consent of Spring Valley Property Management and SSHC. The training program shall be videotaped at defendants' expense, with a copy of the videotape to be provided upon request to the SSHC. All persons attending this program shall have their attendance certified in writing by the person conducting the educational program. SSHC shall conduct the same or a similar educational training program annually for the duration of this Order, or, in the alternative, SSHC may direct that annual programs subsequent to the initial presentation consist of a showing of the videotape, provided that SSHC shall provide live training on any changes in state or federal Fair Housing laws since the making of the videotape. Only those persons then employed by Spring Valley Property Management or otherwise engaged

in the leasing or management of residential real estate owned by Rivercrest LLP, Dr. Naresh C. Goel, and/or Koeli Goel, shall be required to attend training in future years. The anticipated costs of all training required under the terms of the ORDER, including the costs for preparation and duplication of written materials, and any travel expenses incurred by the trainer, are included in the monetary compensation provided for the SSHC in the settlement of these lawsuits. There shall be no additional consideration provided to SSHC as compensation for this training. The defendants shall not distribute to other persons or entities copies of the SSHC training videotape or use the videotape for any purpose other than the training of their managers, employees, agents, or representatives, as provided for herein.

12. Within ten (10) business days following the effective date of the ORDER, Defendants Dr. Naresh C. Goel and Koeli Goel shall undertake the following actions with respect to all then-current Spring Valley Property Management employees and agents with rental responsibilities to inform them of the provisions of the ORDER:

- a. Furnish to each such employee or agent a copy of the ORDER, and inform each such individual, in person, of the duties of the defendants and their employees and agents pursuant to the ORDER; and
- b. Secure the signed statement appearing at Exhibit B from each such employee and agent indicating that he or she has received, read, understands and will abide by the terms of the ORDER.

13. For the duration of the ORDER, each new employee or agent of the defendants with residential rental responsibilities shall be given a copy of and required to read the ORDER

and sign the statement appearing at Exhibit B within ten (10) business days after the date he or she commences an employment or agency relationship with or for the benefit of any of the defendants. Each new employee or agent of Defendants Spring Valley Property Management, Rivercrest LLP, Dr. Naresh C. Goel, and/or Koeli Goel with residential rental responsibilities shall also attend the next training program scheduled under Paragraph 11 of the ORDER.

**V. Notification to Public of Nondiscriminatory Policies**

14. Not later than ten (10) business days after the effective date of the ORDER, the defendants shall take the following steps to notify the public of their nondiscriminatory policies:

- a. Prominently post in a public area of the Spring Valley Property Management office a Fair Housing Poster, which shall also include the telephone number and address of the SSHC. The SSHC shall provide a poster or prototype poster to defendants for this purpose.
- b. Include the words "Equal Housing Opportunity" or the fair housing logo in all advertising of their rental dwellings in newspapers or other media. In addition, the words or logo should be prominently placed and easily legible on all pamphlets, brochures, and other promotional literature, if any.
- c. Include as part of the standard rental application and lease a request that applicants and/or tenants, as the case may be, voluntarily self-identify their race "for government reporting purposes relating to equal housing opportunity." The request for voluntary self-identification shall be preceded by the following language highlighted in bold print:

We are an Equal Housing Opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, handicap, or familial status (having children under age 18).

#### VI. Record Keeping and Monitoring

15. With respect to the rental of apartments, Spring Valley Property Management, and any other persons and entities responsible for the rental of residential property owned by Rivercrest LLP, Dr. Naresh C. Goel, and/or Koeli Goel shall, for the duration of the ORDER:

- a. Maintain all Availability Lists, including for each dwelling unit available for rental the address, including unit number, the number of bedrooms in each such unit, the monthly rent for each such unit, and the required deposit amount to move into the unit; and
- b. Maintain a Tenant Inquiry Log of all people who inquire in person about the availability of rental units, stating the date of the inquiry, the nature of the inquiry, and their name, current address, telephone number, and the person's race, based on self-identification or on the observation of the defendants or their representatives. If the person rents a unit, the unit number and date of occupancy for that person shall be noted on the Log. If the person applies for rental housing, but is either rejected by defendants or declines an offer of rental housing made by defendants, that too shall be noted on the Log, together with the reason for the rejection or declination, if given. The

defendants or their representatives shall make a good faith effort to obtain the information referred to in this Paragraph with respect to each applicant.

16. Four (4) months, eight (8) months, twelve (12) months, eighteen (18) months, twenty-four (24) months, thirty (30) months, thirty-six (36) months, forty-two (42) months and forty-eight (48) months after the date of entry of the ORDER, the defendants shall deliver to counsel for the private plaintiffs a report covering the interval since the last report and containing the following information:

- a. Copies of all signed certifications and statements, if any, secured during the reporting interval pursuant to Paragraphs 11, 12(b) and 13 of the ORDER;
- b. Copies of the Availability Lists, Tenant Inquiry Logs, and Waiting Lists (if any) maintained pursuant to Paragraphs 10 and 15 of the ORDER;
- c. Representative copies of residential rental opportunity advertisements published in a newspaper or any other medium during the reporting period; and
- d. A report of the race of each person who has applied for or rented residential property from defendant Spring Valley Property Management as such race was self-reported at the time of application or entry into a lease, or, where an applicant or lessee declines to self-identify, based on the good faith observation of the Spring Valley Property Management leasing agent.

Each report submitted pursuant to this Paragraph shall also include written verification that the defendants and any other persons required to do so by the terms of the ORDER have attended the education program mandated by Paragraph 11.

17. Until final dismissal of this action with prejudice, the defendants or their agents shall preserve all records which are the source of or contain any of the information pertinent to their obligations under this Order, including all rental applications and leases for dwellings. Upon reasonable notice, of not less than twenty-one (21) days, to counsel for defendants, representatives of the United States and/or the private plaintiffs shall be permitted to inspect and copy all such records of the defendants or their agents; counsel for the United States and the private plaintiffs shall coordinate any such requests to avoid unreasonably burdening the defendants. All copying costs shall be borne by the party at whose instance copies are made. All records inspected or copied by the United States and/or the private plaintiffs pursuant to the terms of this Paragraph shall be kept confidential and shall not be used for any purpose other than for monitoring and enforcement as allowed under the terms of this Order.

18. During the term of the ORDER, the defendants shall advise counsel for the private plaintiffs in writing on a monthly basis of receipt of any written or oral complaint received by Spring Valley Property Management, its employees or agent, regarding unlawful housing discrimination. Such reports shall include copies of all written complaints referenced therein.

#### **VII. Compliance Testing**

19. The United States and the private plaintiffs may take steps to monitor the defendants' compliance with the ORDER including, but not limited to, conducting fair housing tests at any residential rental properties owned or managed in whole or in part by or for the benefit of any of the defendants. The actual costs of any such compliance testing by the SSHC

are included in the monetary compensation provided to the SSHC pursuant to the terms of the ORDER. Any compliance testing by the United States shall be done at no cost to the defendants except as provided by subsequent court order.

20. In the event that the United States or the private plaintiffs intend to take enforcement action based on the results of any fair housing test(s) undertaken pursuant to Paragraph 19, the testing entity, thirty (30) days prior to the initiation of such action, shall disclose to the defendants the results of such test(s) as well as the results of all prior tests conducted pursuant to Paragraph 19. Defendants may in turn review the test results with their relevant agents, employees, or representatives and determine what action, if any, to take in response to any evidence of alleged unlawful discrimination indicated by the test results. The United States, the SSHC, and/or defendants may also use the test results for any lawful purpose, including the prosecution or defense of claims that the terms of the ORDER have been violated, but only after compliance with the consultation provisions of Paragraph 30. All original test records shall be maintained by the party by whom the testing is conducted for a period of not less than three (3) years following the end of the ORDER.

**VIII. Compensation of Aggrieved Persons and  
Payment Pursuant to 42 U.S.C. § 3614(d)(1)(C)**

21. Within twenty-one (21) days following the effective date of the ORDER, the defendants shall pay to the private plaintiffs and their counsel the total lump sum of \$235,000.00. The private plaintiffs and their counsel have allocated this money as follows: (a) \$20,000.00 to the SSHC, to compensate it for its actual damages, including diversion of its resources in connection with this lawsuit, and to cover its actual future training, monitoring, and testing

services in accordance with the terms of the ORDER and (b) \$215,000.00 to the law firm of Kinoy, Taren, and Geraghty, P.C., attorneys for the SSHC and the plaintiff class, for their costs and fees, including all future costs and fees incurred for monitoring of the ORDER, except as otherwise provided herein. This amount shall be paid by certified check, made payable to Kinoy, Taren, and Geraghty, P.C.

22. Within forty-five (45) days following the effective date of the ORDER, the defendants shall pay to the United States the sum of \$80,000.00. This amount shall be deposited in an interest-bearing escrow account to be established and administered by Kinoy, Taren, and Geraghty, P.C.. This amount shall be paid by certified check, made payable to the Kinoy, Taren, and Geraghty, P.C. Client Trust Fund.

23. The defendants have identified to the United States two unencumbered commercial properties owned by Rivercrest LLP, which they estimate have a combined current fair market value in excess of \$75,000.00. Within sixty (60) days following the effective date of the ORDER, the defendants shall select an individual or company to conduct a prompt appraisal of those two properties, at their expense, to verify the defendants' estimate, with copies of the appraisals to be provided to all counsel. No later than twenty-one (21) days following defendants' delivery of the appraisal to all counsel, the defendants shall contract with a qualified commercial real estate broker to market for sale the property commonly known as 1128 East Fairchild, Danville, Illinois, CLKS RE-SUB SE 4 19 11 N2 L60, Vermilion County P.I.N. Number 23-04-400-079-0050, ("the first property"). The defendants shall pay to the United States within fifteen (15) days following closing the total net proceeds of the sale of the first

property. In the event that the net proceeds of that sale are less than \$75,000.00, the defendants shall promptly contract with a qualified commercial real estate broker to market for sale the property commonly known as 626 North Vermilion, Danville, Illinois, MYER & PARTLOWS SUB 5 19 11 30'S SDE L3, Vermilion County P.I.N. Number 23-05-314-038-0040, ("the second property"). Upon sale of the second property, the defendants shall, within fifteen (15) days of closing, pay to the United States that portion of the net proceeds of the sale of the second property needed to bring the total amount of their payment to the United States pursuant to the terms of this Paragraph to \$75,000.00. Defendants shall use good faith efforts to secure contracts for the actual market value of the properties, provided that defendants may accept any offer of at least 90% of the full fair market value set by the appraisal to be conducted pursuant to this Paragraph. All payments to the United States made pursuant to this Paragraph shall be paid by certified check to the escrow account identified in Paragraph 22.

24. The United States shall, in its sole discretion, direct the distribution of funds in the escrow account. The United States will direct the distribution of the first \$80,000.00 in payments to the escrow account, as provided for in Paragraph 22, to those persons who it had identified, prior to the entry of the ORDER, as allegedly aggrieved persons, including Annetta and Everett Miller, and to pay the publication costs of the Notice described in Paragraph 25. Such distribution will occur within thirty (30) days of the date of the establishment of the escrow account. The United States agrees that it shall make its best efforts to ensure that the distribution of payments to allegedly aggrieved individuals pursuant to this Paragraph is fair and equitable. Once the escrow account identified in Paragraph 22 receives the net proceeds of the real property

sale(s) provided for in Paragraph 23, the United States will direct \$25,000.00 to be paid to the United States Treasury pursuant to 42 U.S.C. § 3614(d)(1)(c). The remaining funds in the escrow account shall be distributed by the United States, at its sole discretion, to those persons who it had identified, prior to the entry of the ORDER, as allegedly aggrieved persons; to those persons, if any, who it identifies, after the entry of the ORDER, as allegedly aggrieved persons; and/or to the SSHC for use in its mission to further the purposes of the Fair Housing Act. The United States shall, in its sole discretion, determine an appropriate amount of damages to be paid to each such person and/or to the SSHC. However, the United States will not direct the distribution of funds from the escrow account to the SSHC until the United States determines, in its sole discretion, that it will make no further payments to any allegedly aggrieved persons. No person shall be paid any amount pursuant to this Paragraph until such person has executed the Statement of Understanding attached as Exhibit C, copies of which shall be provided to counsel for all parties.

25. During the seventy-five (75) days following the effective date of the ORDER, the United States shall cause to be published in the Danville Commercial-News a Notice to Potential Victims of Housing Discrimination ("Notice"). The text of the Notice shall be that set out in Exhibit D hereto.

26. The United States may also send a copy of the Notice (or a similar notice) to the current tenants of the defendants' rental dwellings. The defendants shall provide counsel for the United States the mailing address of each such rental dwelling.

27. After the last Notice is published pursuant to Paragraph 25, the United States shall

determine which additional persons, if any, have been injured by the defendants' allegedly discriminatory housing practices. As part of this process, the United States may request, and the defendants shall provide within forty-five (45) days, all tenant files, applications, and other regularly maintained business records, if any, the defendants or their agents may have in their possession or control relating to an individual's claim. Defendants need not provide any records that were already produced to the United States or the private plaintiffs during discovery in these consolidated cases.

28. Defendants shall pay \$25,000.00 to the United States pursuant to 42 U.S.C. §3614(d)(1)(C). This \$25,000.00 shall be paid over a period of five years according to the following process. Within ten (10) days of the date of entry of the ORDER, defendants shall deliver to counsel for the United States five secured promissory notes in the amount of \$5,000.00 each, payable on the following dates: November 1, 2003, November 1, 2004, November 1, 2005, November 1, 2006, and November 1, 2007. Each payment shall be made by certified check payable to the United States Treasury and be delivered to counsel for the United States. These amounts may be prepaid without penalty.

#### **IX. Effect and Duration of the ORDER**

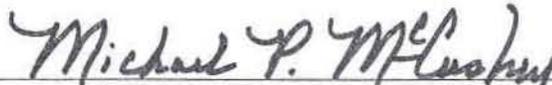
29. This action is hereby dismissed with prejudice and without any award of costs or fees to any party or person other than as specifically provided for herein. The Court shall retain jurisdiction for forty-eight months to enforce the terms of the ORDER upon a motion by any party to reopen the case for such purpose.

X. Miscellaneous

30. In the event of any differences between or among the parties regarding interpretation of or compliance with the ORDER, the parties shall endeavor in good faith to resolve such differences prior to bringing such matters before the Court for resolution. However, in the event of (1) any failure by the defendants to perform in a timely manner any act required by the ORDER or (2) any violation by the defendants of any prohibition imposed by the ORDER, the United States or the private plaintiffs may move this Court to impose any remedy authorized by law or equity, and an award of any damages, costs, and attorneys' fees which may have been occasioned by the defendants' violation or failure to perform.

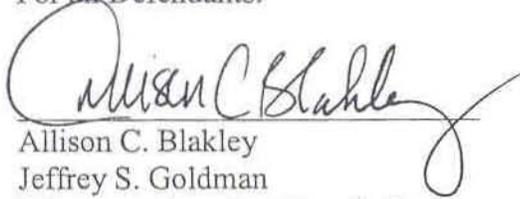
31. Any time limits for performance imposed by the ORDER may be extended only by stipulation of the parties filed with the Clerk of Court or by ORDER of the Court, on its own motion or on the motion of any party hereto, for good cause shown.

SO ORDERED this 15<sup>th</sup> day of March, 2002.

  
UNITED STATES DISTRICT JUDGE

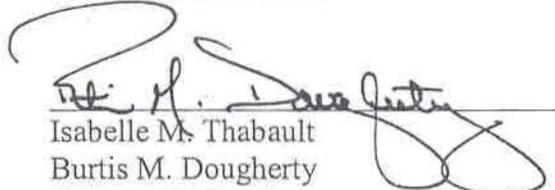
The undersigned counsel, on behalf of their respective clients, jointly move for entry of the foregoing PROPOSED CONSENT ORDER this 18<sup>th</sup> day of December, ~~2002~~ <sup>2001</sup>.

For all Defendants:



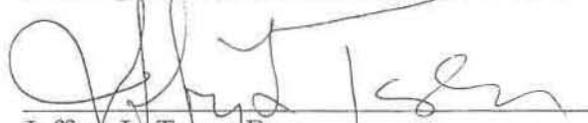
Allison C. Blakley  
Jeffrey S. Goldman  
Wildman, Harrold, Allen & Dixon  
225 West Wacker Drive  
Chicago, Illinois 60606  
(312) 201-2000

For the United States:



Isabelle M. Thabault  
Burtis M. Dougherty  
Rebecca B. Bond  
Housing and Civil Enforcement  
Section, Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
(202) 514-4737

For Annetta and Everett Miller, the South Suburban Housing Center, and the Certified Plaintiff Class:



Jeffrey L. Taren, Esq.  
Miriam N. Geraghty, Esq.  
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