

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

Civil Action No. 1:09-CV-453

DONNA MARTI, THE VELNA MARTI)

IRREVOCABLE INCOME TRUST,)

CHERYL LEE BRILL, WALLY)

WETHERBEE, AND FIVE STAR)

REAL ESTATE, LLC,)

Defendants.)

CONSENT ORDER

Plaintiff, the United States of America, initiated this action on September 25, 2009, on behalf of Maribel Concepcion and her two minor children, and Quetsy Colon and her two minor children ("Complainants"), pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. § 3612(o).

The action was 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 Complaint alleges that Donna Marti and the Velna Marti Irrevocable Income Trust ("the Trust") engaged in discrimination against the Complainants on the basis of familial status. The Complaint also makes similar allegations against Cheryl Lee Brill, Wally Wetherbee, and Five Star Real Estate, LLC ("the Real Estate Professionals"), but only on behalf of Ms. Colon and her two minor children, as Ms. Concepcion has settled all claims against Cheryl Lee Brill and Wally Wetherbee

administratively and has not initiated any claims against Five Star Realty, LLC. The Complaint alleges that Ms. Marti, the Trust, and the Real Estate Professionals (collectively, "Defendants") (i) engaged in discrimination in the rental of a dwelling, or otherwise made unavailable or denied a dwelling to persons because of their familial status, in violation of 42 U.S.C. § 3604(a); and (ii) that they made a statement with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination, or an intent to make such a preference, limitation, or discrimination, based on familial status, in violation of 42 U.S.C. § 3604(c). The Complaint also alleges that the Real Estate Professionals engaged in discrimination in a real estate-related transaction, in violation of 42 U.S.C. § 3605.

In an effort to avoid costly litigation, the United States and the Defendants have voluntarily agreed to resolve the United States' claims without the necessity of a trial. Therefore, without trial or adjudication on the merits, and without admission of liability by the Defendants, the parties have consented to the entry of this Order, as indicated by the signatures appearing below. Five Star Real Estate, LLC specifically denies any and all liability in connection with the Complaint.

JURISDICTION

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. § 3612(o).

INJUNCTIVE RELIEF

2. Donna Marti, the Trust, Cheryl Lee Brill and Wally Wetherbee, their officers, agents, employees, successors, and all persons in active concert or participation with them are

enjoined, with respect to the rental of 156 Laurens Street, Cranston, Rhode Island (the "Subject Property"), from:

- a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying a dwelling to any person because of familial status; and
- b. Making, printing, or publishing, or causing to be made, printed or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination.

3. The Real Estate Professionals are also enjoined from engaging in any residential real estate-related transactions that discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction because of familial status.

NOTICE OF NON-DISCRIMINATION POLICY

4. For the duration of this Consent Order, in all future advertising in newspapers, on pamphlets, on signs, brochures and other promotional literature, and electronic media regarding the Subject Property, Donna Marti, the Trust, and the Real Estate Professionals, shall ensure that the statement "Equal Housing Opportunity" and the Fair Housing Logo appear in a conspicuous location.

MANDATORY EDUCATION AND TRAINING

5. Within ninety (90) days of the date of entry of this Consent Order, the Defendants, subject to the limitations specified herein, shall undergo training on the Fair Housing Act, not to exceed one eight-hour block of instruction, with particular emphasis on the provisions prohibiting discrimination on the basis of familial status. The training shall be conducted by a qualified third party, approved by the United States, unconnected to Defendants or their employees, agents or counsel, and any expenses associated with this training shall be borne by Defendants. Defendants shall provide to the United States, fifteen (15) days before the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers. With respect to the training requirement, the obligation for training with respect to the Defendant Five Star Real Estate, LLC, shall apply to Thomas Clarkin only, and the obligation for training with respect to the Trust shall apply to Donna Marti only. If during the term of the Consent Order, Donna Marti, the Trust, Cheryl Lee Brill or Wally Wetherbee hire any employee whose duties include the rental or management of the subject property, such employee shall, within 90 days of commencing employment, undergo training substantially identical to that described in this paragraph. "Employee," however, shall not include, with respect to Donna Marti and the Trust, a licensed real estate brokerage and its licensed associate brokers or sales agents retained as agents in connection with the Subject Property. Upon completion of the training, Thomas Clarkin, Donna Marti, Cheryl Lee Brill, and Wally Wetherbee shall sign statements acknowledging receipt of such training and shall forward such statement to the United States. This statement shall be substantially in the form attached

hereto as Appendix A.

COMPENSATION

6. Within ten (10) days of the entry of this Decree, Defendants Cheryl Lee Brill and Wally Wetherbee shall pay a total sum of \$6,500.00 (\$5,000.00 to be paid on behalf of Cheryl Lee Brill and \$1,500.00 to be paid on behalf of Wally Wetherbee) in monetary damages for damages suffered by Ms. Colon and her two minor children.¹ Payment shall be made via check made out to Quetsy Colon, mailed directly to the United States as provided in paragraph 19 of this Consent Order.

7. Within ten (10) days of the entry of this Decree, Donna Marti and the Trust shall pay a total sum of \$3,000.00 monetary damages for damages suffered by Ms. Concepcion and her two minor children.² Payment shall be made via check made out to Maribel Concepcion, mailed directly to the United States as provided in paragraph 19 of this Consent Order.

8. Within ten (10) days receipt of these check referenced in paragraph 6 of this Consent Order, the United States shall send to Defendants a fully executed Release of all claims, legal or equitable, that Quetsy Colon, her family members, agents, heirs, executors, administrators, successors, and assigns, might have against the Defendants relating to the claims asserted in this lawsuit. The Release shall be in the form attached hereto as Appendix B. Also, within ten (10) days of receipt of the check referenced in paragraph 7 of this Consent Order, the

¹ Pursuant to Local Rule 39.4(c), the United States will file a motion for approval of the settlement on behalf of the minor children.

² See footnote 1.

United States shall send to Donna Marti and the Trust a fully executed Release of all claims, legal or equitable, that Maribel Concepcion, her family members, agents, heirs, executors, administrators, successors, and assigns, might have against Donna Marti and the Trust relating to the claims asserted in this lawsuit. The Release shall be in the form attached hereto as Appendix C.

PROCESSING RENTAL APPLICATIONS, RECORD KEEPING AND REPORTING

9. Donna Marti, the Trust, Cheryl Lee Brill and Wally Wetherbee shall maintain, with respect to dwellings rented by them, their agents or employees, objective, uniform, non-discriminatory standards and procedures for the processing of applications. Such standards and procedures shall be submitted to the United States for approval in advance of their implementation, and such approval shall not be unreasonably withheld.

10. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the period in which the Order is in effect, Donna Marti, the Trust, Cheryl Lee Brill and Wally Wetherbee shall deliver to counsel for the United States, a report containing information about their compliance efforts.

11. With respect to the requirements imposed by paragraphs 9 and 10 of this Consent Order, it shall be acceptable for Donna Marti and the Trust to submit any and all required submissions jointly.

12. With respect to the requirements imposed by paragraphs 9 and 10 of this Consent Order, it shall be acceptable for Cheryl Lee Brill and Wally Wetherbee to submit any and all required submissions jointly.

13. During the term of this Order, upon reasonable notice, Defendants shall produce or permit representatives of the United States to review any rental records of the subject properties, in the possession or control of Defendants, or their agents, employees, or representatives which the United States believes to be useful in identifying persons who may be entitled to relief under the Order or in assessing compliance with this Order.

14. During the term of this Order, Defendants shall advise counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendants regarding discrimination on the basis of familial status, and a description of the resolution of such complaint. If the complaint is written, the Defendants shall provide a copy of it with the notice; if the complaint is oral, they shall include a written summary of it with the notice. The notice shall include the full details of the complaint, including the complainant's name, address, and telephone number. The Defendants shall promptly provide the United States all information it may request concerning any such complaint. Within fifteen (15) days of the resolution of any such complaints, Defendants shall advise counsel for the United States of such resolution.

DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

15. This Consent Order shall remain in effect for three (3) years after the date of its entry. By consenting to the entry of this Order, the United States and Defendants agree that in the event that Defendants engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a subsequent violation pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

16. Plaintiff may move the Court to extend the duration of the Order in the interests of

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

17. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Defendants to perform, in a timely manner, any act required by this Order or otherwise for the Defendants to fail to act in conformance 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 reasonable attorney's fees which may have been occasioned by the violation or failure to perform. In such action, the Defendants shall be entitled to raise any and all defenses and claims existing in law and equity.

TIME FOR PERFORMANCE

18. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.

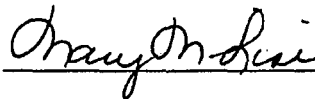
NOTICE

19. Any and all documents, materials, communications, or other notices required by this Consent Decree to be provided by any of the Defendants to the United States shall be made via express mail addressed to "Chief, Housing & Civil Enforcement Section, Civil Rights Division, DJ 175-18-385, 1800 G. Street, N.W., Seventh Floor, Washington, DC 20006."

COST OF LITIGATION

20. Each party to this litigation will bear its own costs and attorney fees associated with this litigation.

ORDERED this 9th day of April, 2010.



MARY M. LISI

UNITED STATES DISTRICT COURT

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

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