

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Case No. 4:21-cv-00620-JAR
	)	
v.	)	
	)	
ORCHARD VILLAGE, LLC, ORCHARD	)	
VILLAGE KNOLLHAVEN, LLC, <i>and</i>	)	
MICHELSON REALTY COMPANY, LLC,	)	
	)	
Defendants.	)	
	)	
_____	)	

**CONSENT ORDER**

1. The United States initiated this lawsuit to enforce the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (“the Fair Housing Act”), 42 U.S.C. § 3601 *et seq.* This action is brought under 42 U.S.C. § 3612(o) on behalf of Complainants Majida Hamad and Toqa Ali and their children.

2. The Defendants Orchard Village, LLC, Orchard Village Knollhaven, LLC, and Michelson Realty Company, LLC, are owners, operators, and/or managers of Orchard Village Apartments (“Orchard Village”), a 370-unit multi-family development located at 115 Pineycliffe Lane, Manchester, Missouri, in the Eastern District of Missouri.

3. The United States’ complaint alleges that Defendants violated the Fair Housing Act by discriminating on the basis of familial status by adopting and implementing policies and practices that unjustifiably prohibited children under 18 from using certain amenities at Orchard Village without adult supervision and by interfering with Complainants’ exercise or enjoyment of their fair housing rights.

4. On May 29, 2018, Ms. Hamad and Ms. Ali timely filed housing discrimination

complaints with the United States Department of Housing and Urban Development (“HUD”) on behalf of themselves and their minor children, alleging, *inter alia*, that Defendants discriminated against them and their children on the basis of familial status, national origin, and religion in violation of 42 U.S.C. §§ 3604(a)–(c) and 3617.

5. The Secretary of HUD (“the Secretary”) completed an investigation of the complaint. Following the investigation, on June 18, 2020, the Secretary issued a Charge of Discrimination, charging the Defendants with (1) engaging in discrimination on the basis of familial status in violation of 42 U.S.C. § 3604(b) and (c); and (2) interfering with a person in the exercise or enjoyment of rights protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617. The Secretary found that there is no reasonable cause to believe that Defendants discriminated against Ms. Hamad and Ms. Ali on the bases of national origin or religion.

6. On July 7, 2020, Ms. Hamad and Ms. Ali elected to have the Charge of Discrimination resolved in a civil action filed in federal district court. The Secretary authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o) of the Fair Housing Act.

7. On May 28, 2021, the United States filed this action to enforce the provisions of the Fair Housing Act.

8. The United States alleges that, through their conduct, the Defendants have:
- a. Discriminated 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);
  - b. Made, printed, published, or caused to be made, printed, or published statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on familial status, or an intention to make

such a preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c); and

- c. Coerced, intimidated, threatened, or interfered with persons exercising or enjoying their rights under the Fair Housing Act, or on account of persons exercising or enjoying rights protected under the Fair Housing Act, in violation of 42 U.S.C. § 3617.

9. Defendants admit to no wrongdoing and deny all allegations of discrimination. However, in order to avoid costly and protracted litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims against Defendants without further proceedings or a trial. This Consent Order constitutes full resolution of the claims in the United States' Complaint against Defendants.

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

### **INJUNCTION**

10. Defendants, their employees, operators, managers, and agents whose duties, in whole or in part, involve the management or rental of dwellings, are hereby enjoined, with respect to the rental of dwellings,<sup>1</sup> from:

- a. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
- 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

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<sup>1</sup> The term "dwelling" has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

status, or an intention to make any such preference, limitation, or discrimination; and

- c. Coercing, intimidating, threatening, or interfering with persons in the exercise of or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise of enjoyment of, any right granted or protected by the Fair Housing Act.

11. Within ninety (90) days of the date of entry of this Consent Order, Defendants shall adopt new rules and policies previously approved by the United States regarding access to amenities at all residential rental properties that they own, operate, or manage (including, but not limited to, pools, fitness centers/aerobics rooms, computer rooms, and movie theaters), such that these rules and policies comply with the Fair Housing Act.

12. If, subsequent to the ninety (90) days set forth in Paragraph 11 and during the period in which this Consent Order is in effect, Defendants elect to adopt new policies or rules regarding access to amenities at any of the residential rental properties that they own, operate, or manage, they must submit these proposed policies and rules to the United States for review and approval at least forty-five (45) days prior to their proposed effective date. The United States shall have thirty (30) days following receipt of these policies to communicate any objections to counsel for Defendants. The parties shall, in good faith, attempt to resolve any disagreements over the terms of the proposed policies. If the parties cannot agree, any party may move the Court for relief. The provisions of the proposed policies about which there are disputes shall not be implemented until such time that the parties or the Court resolves the disputes.

#### **NONDISCRIMINATION POLICY**

13. Defendants already had in place an Anti-Discrimination Policy and will maintain

the Anti-Discrimination Policy (the “Anti-Discrimination Policy”) appearing at **Attachment A**. Defendants shall distribute the Policy to all of their employees and agents working at all residential rental properties that they own, operate, or manage. Within ninety (90) days of the entry of this Consent Order, Defendants shall further provide notice of the policy changes referenced in Paragraph 11 of this Consent Order to their employees and agents working at all residential rental properties that they own, operate, or manage, in a form approved by the United States (the “Notice of Change in Policy”).

14. Defendants will continue to post and prominently display the poster appearing at **Attachment B** in the rental and/or management office of each residential rental property that they own, operate, or manage throughout the term of the Consent Order. This poster is available on HUD’s website.<sup>2</sup>

#### **EDUCATION AND TRAINING**

15. Within ninety (90) days of the entry of this Consent Order, Defendants will send the Property Manager of Orchard Village and a management representative to attend training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by a qualified third party approved in advance by the United States and unconnected to Defendants, their employees, agents, or counsel. Any expenses associated with this training shall be borne by Defendants.

16. Within ninety (90) days of the entry of this Consent Order, Defendants shall provide their employees who are involved in the rental or management of units at Orchard Village with Defendants’ Anti-Discrimination Policy and the Notice of Change in Policy.

17. Defendants shall, no later than thirty (30) days after the training required in

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<sup>2</sup> [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/marketing](https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing)

Paragraph 15, provide the United States with certifications executed by the individuals who attended the training and certifications executed by all employees who are involved in the rental or management of units at Orchard Village, acknowledging that they reviewed Defendant's Anti-Discrimination Policy and the Notice of Change in Policy.<sup>3</sup> The certifications shall be in the form of **Attachment C**.

**REPORTING, RECORD KEEPING, AND MONITORING**

18. During the period in which this Consent Order is in effect, Defendants shall notify counsel for the United States in writing within thirty (30) days of receipt of any written complaint against any Defendant in this action, or against any of Defendants' agents or employees, regarding "familial status" discrimination in housing, as defined by the Fair Housing Act, 42 U.S.C. § 3602(k). Defendants shall provide a copy of the written complaint 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 thirty (30) days of any resolution of such complaint.

19. During the period in which this Consent Order is in effect, Defendants shall preserve all records relating to their obligations under this Consent Order. Upon providing reasonable notice to Defendants, representatives of the United States shall be permitted to inspect

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<sup>3</sup> All documents or other communications required by this Consent Order to be sent to counsel for the United States should be sent via email to Samantha.Ondrade@usdoj.gov. If transmission via email is not possible, such correspondence shall be sent via overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: DJ 175-42-261, at the following address:

4 Constitution Square  
150 M Street NE – Room 8.1204  
Washington, DC 20002

and copy at reasonable times any and all records related to Defendants' obligations under this Order.

20. The United States may take steps to monitor Defendants' compliance with this Consent Order, including conducting fair housing testing at the rental housing owned, operated, and/or managed by Defendants.

**MONETARY DAMAGES FOR MAJIDA HAMAD AND TOQA ALI**

21. No later than thirty (30) days after the date of entry of this Consent Order, Defendants shall pay the total sum of \$16,000 in monetary damages to Majida Hamad and Toqa Ali by delivering to counsel for the United States a check payable to Majida Hamad. Defendants shall send the check to the United States by overnight mail, at the following address:

Samantha Ondrade  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
Attn: DJ 175-42-261  
4 Constitution Square  
150 M Street NE – Room 8.1204  
Washington, DC 20002

22. As a prerequisite to receiving such payment, Ms. Hamad and Ms. Ali shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that they may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of **Attachment D**. Counsel for the United States shall deliver the original executed release form to counsel for Defendants.

**SCOPE, JURISDICTION, AND DURATION**

23. The provisions of this Consent Order shall apply to all Defendants, their employees, agents, and all persons acting in active concert or participation with them. The provisions of this Consent Order apply to Orchard Village and all other residential rental properties that the Defendants own, operate, or manage, as listed in **Attachment E**.

24. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o).

25. This 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.

26. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for two (2) years from the date of its entry.

27. The United States may move the Court to extend the period in which this Consent Order is in effect if the interests of justice so require to effectuate the rights and obligations arising from the Consent Order.

**REMEDIES FOR NON-COMPLIANCE, TIME FOR PERFORMANCE, AND  
MODIFICATIONS**

28. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties. The other provisions of this Consent Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Order or until such time as the Court indicates through written order that it has not approved the modification.

29. The parties 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. In the event the United States contends that there has been a failure by a Defendant 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

attorneys' fees which may be occasioned by the violation or failure to perform.

**TERMINATION OF LITIGATION HOLD**

30. The parties agree that, as of the date of entry of this Consent Order, litigation is not reasonably foreseeable concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Consent Order, the party is no longer required to maintain such a litigation hold.

**COSTS OF LITIGATION**

31. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

**IT IS SO ORDERED**

This 28th day of February 2022.



\_\_\_\_\_  
United States District Judge \_\_\_\_\_

**Attachment A**  
**Policy of Michelson Realty Company**

**Section 1: Anti-Discrimination Policy**

As a part of our effort to ensure compliance with the state and federal anti-discrimination laws, we take this opportunity to remind all employees and agents of our Company, and of all persons associated with properties owned or managed by us, of our policies concerning discrimination. It is important for each employee, agent, and associate to review his or her actions in light of these requirements and for everyone to keep in mind the importance of treating all persons equally.

It is our policy not to engage in housing discrimination. In reaffirming that policy, we remind you that the anti-discrimination laws of the State and the United States are quite specific in the area of housing. In compliance with those laws, you shall at all times and in every part of your work **NEVER:**

1. Refuse to show, rent, negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, national origin, ancestry, or disability.
2. Discriminate against any person in the terms, conditions, or privileges of a rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, ancestry, or disability.
3. Make any oral or written statement or print or publish any notice or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or any statement indicating an intention to make any such preference, limitation, or discrimination.
4. Represent to any person because of race, color, religion, sex, handicap, familial status, ancestry, disability, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, so available.
5. Knowingly enter into any agreement that imposes any restriction on the race, color, religion, sex, disability, familial status, ancestry, or national origin of persons to whom a dwelling may be shown, sold or rented.

It is important to understand that any action taken by you, even in part, because of race, color, religion, sex, familial status, disability, ancestry, or national origin that has the effect of making housing unavailable to a person protected under these laws, constitutes a violation of the laws of the State and the United States.

Management is firmly committed to fair housing for the communities we serve. You are directed both to comply with and to join us in this effort.

In some Municipalities and States, there are local statutes protecting applicants against discrimination based on sexual orientation. Check with your local attorney on this subject.



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or  
residential lots

In the provision of real estate  
brokerage services

In advertising the sale or rental  
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

**Anyone who feels he or she has been  
discriminated against may file a complaint of  
housing discrimination:**

**1-800-669-9777 (Toll Free)**

**1-800-927-9275 (TTY)**

**[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)**

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**

**Attachment C**

**Certification of Training and/or Review of  
Anti-Discrimination Policy and Notice of Change in Policy**

I certify that on \_\_\_\_\_, I [completed training regarding] and/or [reviewed our company's Anti-Discrimination Policy and Notice of Change in Policy] (circle as applicable). I have had all of my questions concerning these topics answered to my satisfaction. I believe that I understand my legal responsibilities not to discriminate under fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Telephone Number

**Attachment D**

**Release**

In consideration of the payment of the sum of \$16,000, pursuant to the Consent Order entered in *United States v. Orchard Village, LLC, et al.*, Civil No. 4:21-cv-00620 (E.D. Mo.), We, \_\_\_\_\_ and \_\_\_\_\_, hereby fully release and forever discharge Defendants named in this lawsuit, as well as their agents, insurers, employees, representatives, successors, and assigns, from any and all liability for any claims, legal or equitable, I may have against them arising out of the facts underlying the claims alleged in this action as known on the date of the signing of the Consent Order. I fully acknowledge and agree that this release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Majida Hamad

\_\_\_\_\_  
Toqa Ali

**Attachment E**

**Residential Rental Properties Owned, Managed, and/or Operated by Defendants Orchard Village, LLC, Orchard Village Knollhaven, LLC, and Michelson Realty Company, LLC as of February 2022**

**St. Louis County, Missouri:**

1. Orchard Village Apartments, 115 Pineycliffe Lane, Manchester, MO 63021
2. Kensington West Apartments, 220 Sweetcreek Drive, Ballwin, MO 63021
3. Southmoor Apartments, 5182 Golf Ridge Lane, St. Louis, MO 63128
4. Park Forest Apartments, 7529 Fleeta Street, Affton, MO 63123
5. Whispering Hills Apartments, 12545 Markaire Drive, Creve Coeur, MO 63146
6. The Orion Apartments, 4567 W. Pine Blvd., St. Louis, MO 63108
7. Envoy Apartments, 8701 Delmar Blvd., St. Louis, MO 63124
8. Bramblett Hills Apartments, 1000 Bramblett Crossing, O'Fallon, MO 63366
9. The Trace Apartments, 1100 Vogt Drive, Weldon Spring, MO 63304

**Kansas:**

1. Corbin Crossing Apartments, 6801 West 138<sup>th</sup> Terrace, Overland Park, KS 66223

**Florida:**

1. Hermitage Apartment Homes, 151 7th Street South, St. Petersburg, FL 33701
2. Ravella at Town Center, 4674 Town Center Parkway, Jacksonville, FL 32246

**Georgia:**

1. Walden Glen Apartments, 336 North Belair Road, Evans, GA 30809
2. Walden Crossing Apartments, 100 Walden Crossing Dr., Canton, GA 30115

**Kentucky:**

1. Fenwick Place Apartments, 8601 Fenwick Creek Place, Louisville, KY 40220
2. The Terrace at Forest Springs, 3501 Terrace Springs Dr., Louisville, KY 40245

**Tennessee:**

1. Panther Creek Parc Apartments, 3625 Manson Pike, Murfreesboro, TN 37129
2. Preston Run Apartments, 333 Northcreek Blvd., Goodlettsville, TN 37072
3. Carrington Park Apartments, 2778 Rideout Lane, Murfreesboro, TN 37128
4. The Reserve at Harper's Point, 225 John R. Rice Blvd., Murfreesboro, TN 37129

**Texas:**

1. Boulder Creek Apartments, 12330 Vance Jackson Road, San Antonio, TX 78230
2. The Reserve at Canyon Creek, 12235 Vance Jackson Road, San Antonio, TX 78230
3. Westshore Colony Apartments, 770 N. Interstate 35, New Braunfels, TX 78130
4. The Vineyards Apartments, 9400 Wade Blvd., Frisco, TX 75035