

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

GENTLE MANOR ESTATES, LLC, and
JOHN TOWNSEND,

Defendants.

Case No.: 2:15-CV-199-JVB-JEM

AGREED CONSENT ORDER

This matter is before the Court on the parties' joint motion for the entry of a consent order (DE 15). The Court, having reviewed the stipulated order, and being duly advised, now APPROVES the stipulation, as modified with the agreement of the parties, and enters this Agreed Consent Order as an Order of the Court as follows:

I. Introduction

1. The United States initiated this action on May 18, 2015, against Defendants Gentle Manor Estates, LLC, and John Townsend to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601–3619 (“FHA”).

2. Defendant Gentle Manor Estates, LLC (“GME”), an Indiana limited liability corporation, owns Gentle Manor Estates (“Subject Property”), a 173-lot mobile home park, located at 1350 East North Street, Crown Point, Indiana, 46307. GME offers mobile home lots at

the Subject Property for rent. Those lots are dwellings within the meaning of 42 U.S.C. § 3602(b).

3. John Townsend is an agent for GME; he leases the dwellings at the Subject Property on GME's behalf.

4. In 2014, the United States Department of Justice conducted testing to evaluate Defendants' compliance with the Fair Housing Act. Testing is a simulation of a housing transaction that compares responses given by housing providers to different types of home-seekers to determine whether illegal discrimination is occurring. As set forth below, the testing revealed that Defendants have a policy of not allowing families with children to reside in Gentle Manor.

a. On September 18, 2014, a male tester called Gentle Manor, spoke with Mr. Townsend, and asked about the availability of a mobile home lot rental. The tester told Mr. Townsend that the home would be for him alone. Mr. Townsend informed the tester that he had lots available and that Gentle Manor required all residents to be at least forty years old to live at the property.

b. On September 23, 2014, the Department of Justice conducted another test at Gentle Manor. During this test, a female tester called Gentle Manor, spoke with Mr. Townsend and asked about the availability of a mobile home lot rental for herself, her husband, and their minor son. Mr. Townsend told the tester that he did not have a mobile home lot to rent to her family because no one under the age of forty was allowed to live at Gentle Manor. Mr. Townsend did not ask the tester's age.

c. On that same day, the female tester called Gentle Manor again and spoke to Mr. Townsend. The tester reminded Mr. Townsend that she had spoken with him

earlier that day. She told him that her husband is 40 and that she would be 40 in a couple of months and she asked whether they would be able to live there if they were both 40 when they moved in. Mr. Townsend replied “Where’s your child going to live?” The tester then asked, “So, he can’t be there?” Mr. Townsend replied, “Correct. Yeah, that’s the problem. There’s no kids allowed out here.”

5. The parties stipulate that this Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §3614(a).

6. The parties have voluntarily agreed, as indicated by the signatures below, to resolve Plaintiff’s claims against Defendants without the necessity of a trial on the merits.

Wherefore, the Court ORDERS, ADJUDGES and DECREES:

II. Injunction

7. Defendants, their agents, employees, successors, and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings,¹ from:

a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a); and

b. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or

¹ The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

an intent to make any such preference, limitation, or discrimination, on the basis of familial status in violation of 42 U.S.C. § 3604(c).

8. The provisions of this Section shall apply to the Subject Property and all dwellings in which any Defendant acquires a direct or indirect ownership, management, or other financial interest. The Defendants agree that the Subject Property does not satisfy the requirements for Housing for Older Persons, *see* 42 U.S.C. § 3607(b), and agree that they will not seek to qualify the Subject Property as Housing for Older Persons within the time period this Order is in effect.

III. Non-Discrimination Policy And Notice to Public

9. Upon entry of this Consent Order, Defendants shall implement the Nondiscrimination Policy appearing at **Appendix A** at the Subject Property.

10. By June 2, 2016, and throughout the term of this Consent Order, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, and in accordance with paragraph 12, to Defendants' employees, agents, and anyone acting under the direction of Defendants, who has responsibility for showing, renting, managing, or operating any and all dwellings at the Subject Property.

11. By June 2, 2016, Defendants shall take the following steps at the Subject Property to notify the public of the Nondiscrimination Policy:

a. Prominently post at their rental office that is currently or subsequently used for the rental of dwellings, a fair housing sign no smaller than 10 inches by 14 inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;

b. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories, and other written materials; on radio, television, internet, or other media broadcasts; and on all billboards, signs, pamphlets, brochures, and other promotional literature, provided that this requirement does not compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable; and

c. Include the following phrase in the rental application(s) and the rental agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

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

IV. Training

12. By June 2, 2016, Defendants shall provide a copy of this Consent Order to their agents and employees involved in showing, renting, managing, or operating any dwelling unit at the Subject Property. Defendant GME shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Nondiscrimination Policy. This statement shall be in the form of **Appendix B**.

13. During the term of this Consent Order, within 30 days after each new agent or

employee becomes involved in showing, renting, or managing units at the Subject Property, Defendant GME shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of **Appendix B**.

14. By August 16, 2016, Defendant GME and all its partners, principals, owners, agents, and employees, including Defendant John Townsend, and other agents or employees associated with the operations of the Subject Property, shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and shall last at least two hours. Any expenses associated with this training shall be borne by Defendants. Each individual who receives the training shall execute the Certificate of Training, attached hereto as **Appendix C**.

15. During the term of this Consent Order, all new agents or employees responsible for renting, managing, and/or operating dwelling units at the Subject Property must receive the fair housing training, described in Paragraph 14, within 30 days of beginning their employment or agency and shall complete **Appendices C**.

V. Non-discrimination Standards And Procedures

16. By June 17, 2016, Defendants shall develop and submit to the United States, with respect to the Subject Property, objective, uniform, non-discriminatory standards and procedures

for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within five days of when the United States approves the standards and procedures, Defendants shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants and their agents and employees shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.

17. The nondiscriminatory standards and procedures discussed in Paragraph 16, above, shall include the use of the following documents, which Defendants shall update for the Subject Property as new information becomes available, and retain for the duration of this Consent Order:

a. Guest Cards: Defendants shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card or other similar record is completed, either by the prospective tenant and/or Defendants, that contains:

- i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
- ii. The dwelling size the prospective tenant requests and the date on which the prospective tenant wishes to move;
- iii. Whether the prospective tenant filled out an application;

- iv. Whether the prospective tenant was invited to see available dwelling units, and if not invited, an explanation why not; and
- v. The names of all employees/agents who assisted the prospective tenant.

b. Phone Logs: Defendants shall ensure that, for all prospective tenants who inquire by telephone about dwelling units, Defendants shall maintain a phone log that contains the following information:

- i. The date of the prospective tenant's phone call and, when the prospective tenant agrees to provide the information, the prospective tenant's name and telephone number(s);
- ii. The date and time on which the prospective tenant is going to view the dwellings;
- iii. The dwelling size the prospective tenant requests and the date on which the prospective tenant wishes to move;
- iv. Whether the prospective tenant was invited to see available dwelling units, and if not invited, an explanation why not; and
- v. The names of all employees/agents who assisted the prospective tenant.

c. Availability List: Defendants shall ensure that they maintain and timely update an Availability List that includes the unit numbers and dwelling size known to be available or reasonably expected to be available for rental within 30 days, including the date either the Defendants or Defendants' agent(s) was first informed each would be available for rental and the first date it would be available for rental or occupancy by a

new tenant. Defendants, their agents, and their employees shall share the information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.

d. Rental Applications: The Defendants, their agents, and their employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.

e. Waiting Lists: Defendants, their agents, and their employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list.

VI. Compliance Testing

18. The United States may take steps to monitor the Defendants' compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office(s) or locations at which the Defendants conduct rental activities.

VII. Reporting And Document Retention Requirements

19. Defendant GME shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events at the Subject Property: ²

² All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, ATTN: DJ# 175-26-148, at the following addresses:

Regular U.S. Mail: 950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Overnight Mail: 1800 G Street, N.W.
Suite 7002
Washington, D.C. 20006

a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Section III or the nondiscriminatory standards and procedures discussed in Section V, above;

b. Proof of notification of the consent decree and nondiscrimination policy described in Sections III and IV, including executed copies of the Acknowledgment forms, appearing at Appendix B; Certifications of training, appearing at Appendix C; and a list of the names and addresses for all tenants to whom the nondiscrimination policy was provided; and

c. Any written or oral complaint against any Defendants, or the Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, Defendant(s) shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant(s) shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within 15 days of the substance of any resolution of such complaint.

20. By August 16, 2016, and every six months thereafter for the duration of this Consent Order, the Defendants shall deliver to counsel for the United States a report containing information regarding their compliance efforts during the preceding reporting period, including but not limited to:

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

- a. Executed copies of Appendices B and C, to the extent not previously provided;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Section V;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections III and V of this Consent Order;
- d. Copies of rental applications, guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Consent Order; and
- e. Any published advertisements pursuant to Paragraph 11(b).

The final report to the United States shall be submitted no later than 60 days before the expiration of this Order.

21. During the period in which this Consent Order is in effect, Defendants shall preserve all records for the Subject Property that are the source of, contain, or relate to any of the information pertinent to their obligations under this Consent Order, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

VIII. Monetary Damages For Aggrieved Persons

22. By June 2, 2016, Defendants shall deposit in an interest-bearing escrow account the total sum of \$100,000 (one hundred thousand dollars) for the purpose of compensating aggrieved persons whom the Court determines were harmed by the Defendants' discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as the "Settlement Fund." Within five days of the establishment of the Settlement Fund, Defendants shall submit proof to the United States that this account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

23. By June 2, 2016, Defendants shall send to counsel for the United States a check payable to Lynne Camacho for \$35,000 (thirty-five thousand dollars) out of the Settlement Fund. This amount shall compensate Ms. Camacho and her grandchildren for all damages relating to this case, including: loss of civil rights, emotional distress damages, and all other harm. Counsel for the United States will distribute the check described in this paragraph to Ms. Camacho once she has executed and returned to the United States a written release (in the form of **Appendix E**) of all claims, legal or equitable, that she might have against Defendants related to this litigation. The parties agree that the distribution to Ms. Camacho that is described in this paragraph is not subject to paragraphs 29–30.

24. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 22.

25. By June 2, 2016, Defendants shall distribute to all tenants of the Subject Property a Notice to Potential Aggrieved Persons ("Notice"), as set out in **Appendix D**, by delivery to each unit. Within 10 days after such copies of the Notice have been delivered, Defendants shall provide the United States a signed statement attesting to the fact that they have complied with

this provision of Consent Order.

26. By June 2, 2016, Defendants shall arrange and publish the Notice as follows:

a. The Notice shall be published on at least four occasions in the “News” section of the following publications: *The Times* and *The Crown Point Star*. The Notice shall be published in a space measuring at least one-quarter of a page.

b. Each Notice shall include the information set forth in Appendix D, and also contain a statement that the United States seeks information from any person who claims to have been subjected to discrimination based on familial status either as a tenant or applicant to the Subject Property and invite such persons to contact counsel for the United States by September 15, 2016.

c. Defendants shall provide a copy of the newspapers containing each such Notice to counsel for the United States within 10 days of the date of publication of the Notice.

27. To the extent that such records have not already been produced to the United States, Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of the Defendants, or their agents or employees, upon notice to counsel for the Defendants, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Order. Upon reasonable notice, Defendants shall provide such rental/tenancy records through counsel for Defendants.

28. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

29. By February 13, 2017, the United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to

each such person. The United States will inform the Defendants in writing of its determinations, together with a sworn declaration from each newly identified, allegedly aggrieved person setting forth the factual basis for the claim. Defendants shall have 14 days to review the declaration(s) and provide to the United States any documents or information they believe may refute the claim(s).

30. After reviewing Defendants' comments, the United States shall submit its final recommendations, together with a copy of the declarations and any additional information submitted by Defendants, to the Court, by March 14, 2017. However, if Defendants agree with the United States' recommendations, the recommendation shall be submitted to the Court in the form of a Stipulated Order, by March 14, 2017. When the Court issues an order approving or changing the United States' proposed distribution of funds for allegedly aggrieved persons, Defendants shall, within 10 days of the entry of that order, deliver to counsel for the United States, by overnight mail, checks payable to the aggrieved persons in the amounts approved by the Court, provided that the United States shall not deliver payment to an aggrieved person pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United States a written release (in the form of **Appendix E**) of all claims, legal or equitable, that he or she might have against Defendants.

31. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

32. After the satisfaction of paragraphs 22–31 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in Crown Point, Indiana, and surrounding

area, with an emphasis on the protection of the rights of families with children. Within 45 days after the satisfaction of paragraphs 22–31 and the expiration of the corresponding time periods, and before selecting the qualified organization(s), Defendants will obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States and Defendants may request modification of the proposal before approving the organization(s). Within 10 days after the parties reach an agreement regarding the distribution of the remaining funds, the parties shall seek approval from the Court to distribute the remaining funds to the qualified organization(s). Defendants shall distribute such funds within 30 days of the Court’s order approving distribution, consistent with the terms therein.

33. Defendants shall also require that the qualified organization(s) receiving funds submit to Defendants and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

IX. Civil Penalty

34. By June 17, 2016, Defendants shall pay a total of \$30,000 (thirty thousand dollars) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

35. The civil penalty payment referenced in this Section is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7), and is not compensation for actual pecuniary loss. No Defendant shall seek to discharge any part of this debt in bankruptcy.

X. Acquisition Or Transfer Of Interest In Dwellings

36. If at any time while this Consent Order remains in effect, Defendant GME maintains that its obligations under this Consent Order have terminated or changed because it has sold or transferred all or any portion of the Subject Property to a bona-fide third party purchaser in an arm's-length transaction, Defendant GME shall inform the United States within 30 days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser.

37. If any transfer of GME's interest in the Subject Property is not an arm's-length transaction, Defendant GME and the new owner(s) shall remain jointly and severally liable for any violations of this Consent Order for its duration.

XI. Duration, Modification, And Non-Compliance With Consent Order

38. This Consent Order is effective immediately upon its entry by the Court and shall be in effect for a period of five years from the date of entry. This Consent Order shall expire on May 18, 2021.

39. The case shall be administratively closed after the Court approves of final recommendations regarding distribution of the settlement fund pursuant to the process outlined in paragraphs 30–32, subject to reopening by either party.

40. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

41. By agreeing to entry of this Consent Order, the United States and Defendants agree that in the event any Defendant engages 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). This provision applies to any future violation, whether resolved voluntarily

or through judicial proceedings.

42. 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. However, in the event the United States contends that there has been a failure by a Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise 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.

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

XII. Effect On Litigation Holds

44. 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 Order, the party is no longer required to maintain such a litigation hold.

45. The preceding paragraph does not relieve the Defendants of any record-keeping responsibilities imposed by the terms of this Order.

XIII. Costs of Litigation

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

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

For the United States:

DAVID CAPP
United States Attorney
Northern District of Indiana

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

s/Sharon Jefferson
SHARON JEFFERSON
Assistant United States Attorney
5400 Federal Plaza
Suite 1500
Hammond, IN 46320
Tel: (219) 937-5681
Fax: (219) 852-2770
Sharon.jefferson2@usdoj.gov

s/Onjil McEachin
SAMEENA SHINA MAJEED
Acting Chief
TIMOTHY J. MORAN
Deputy Chief
ONJIL McEACHIN
Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W. – NWB,
7th Floor
Washington, D.C. 20530
Tel: (202) 353-4136
Fax: (202) 514-1116
Onjil.McEachin@usdoj.gov

For Defendants Gentle Manor Estates, LLC and John Townsend:

s/David W. Weigle
DAVID W. WEIGLE
Attorney at Law
5246 Hohman Avenue, Suite 307-D
Hammond, IN 46320
Tel: (219) 746-1265
Fax: (800) 863-6860
dwwlegal@gmail.com

SO ORDERED on May 18, 2016.

s/ Joseph S. Van Bokkelen
JOSEPH S. VAN BOKKELEN
UNITED STATES DISTRICT JUDGE

APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of Gentle Manor Estates, LLC, to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, Gentle Manor Estates, LLC, and all their agents and employees, including John Townsend, with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause 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 race, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

APPENDIX B

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND
NONDISCRIMINATION POLICY**

I acknowledge that on _____, 20__, I was provided copies of the Consent Order entered by the Court in *United States v. Gentle Manor Estates, LLC and John Townsend*, Civil Action No. _____ (N.D. Ind.), and the Nondiscrimination Policy adopted by the Defendant Gentle Manor Estates, LLC, pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title/Position

Date

APPENDIX C

EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received _____
minutes of in-person training on the requirements of the Fair Housing Act.

Signature

Print Name

Job Title/Position

Date

APPENDIX D

NOTICE TO POTENTIAL AGGRIEVED PERSONS

On [], the United States District Court for the Northern District of Indiana entered a Consent Order resolving a lawsuit brought by the United States against Gentle Manor Estates, LLC, the owner of Gentle Manor Estates in Crown Point, Indiana. The United States also sued John Townsend, an agent for Gentle Manor Estates, LLC. The lawsuit alleged that these Defendants violated the Fair Housing Act by maintaining and enforcing a policy of refusing to rent mobile home lots at Gentle Manor Estates to families with children. The Consent Order requires, among other things, that Defendant Gentle Manor Estates, LLC, make available all mobile home lots to families with children.

The Consent Decree also establishes a Settlement Fund to make payments to compensate persons who are victims of this type of alleged discrimination. You may be entitled to a monetary award from the Settlement Fund if you (1) sought to live at Gentle Manor Estates, (2) with a child under the age of 18, and (3) were denied the opportunity to live at Gentle Manor Estates.

If you believe you may be a victim based on the above criteria, or if you have information about someone else who you believe may qualify, please contact the United States Department of Justice, no later than _____, at: 1-800-896-7743, mailbox number 9994. You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
1800 G Street, N.W., Suite 7002
Washington, DC 20006

Attn: DJ# 175-26-148

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

APPENDIX E

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of *United States v. Gentle Manor Estates, LLC and John Townsend*, Civil Action No. 2:15-CV-199 as approved by the United States District Court for the Northern District of Indiana, and in consideration for the payment of \$ _____ I, _____, do hereby fully release and forever discharge Gentle Manor Estates, LLC, and John Townsend (hereinafter "Defendants"), along with their insurers, co-insurers, reinsurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, independent contractors, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of the Defendants' actions or statements related to those claims through the date of the entry of the Consent Order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

[Signature]

[Print Name]