

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Philip A. Brimmer

Civil Action No. 15-cv-02462-PAB-CBS
(Consolidated with Civil Action No. 15-cv-02784-PAB-CBS)

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROGER P. LOECHER,
EILEEN F. LOECHER, and
MIRIAM YEHUDAH,

Defendants.

DENVER METRO FAIR HOUSING CENTER,

Plaintiff,

v.

ROGER P. LOECHER,
EILEEN F. LOECHER, and
MIRIAM YEHUDAH,

Defendants.

ORDER

This matter is before the Court on the parties' Joint Motion to Approve and Enter Consent Order [Docket No. 45]. The Court has reviewed the Consent Order and is fully advised of the premises. Accordingly, it is

ORDERED that the parties' Joint Motion to Approve and Enter Consent Order [Docket No. 45] is **GRANTED**. It is further

ORDERED that the parties' Consent Order [Docket No. 45-1] is entered as an Order of the Court. It is further

ORDERED that this case is closed.

DATED August 8, 2016.

BY THE COURT:

s/Philip A. Brimmer
PHILIP A. BRIMMER
United States District Judge

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FOR THE DISTRICT OF COLORADO**

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Plaintiff,

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ROGER P. LOECHER,
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DENVER METRO FAIR HOUSING CENTER,

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ROGER P. LOECHER,
EILEEN F. LOECHER, and
MIRIAM YEHUDAH,

Defendants.

CONSENT ORDER

I. Introduction

1. The United States initiated this action on November 9, 2015, against Defendants Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah (“Defendants”) 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, *et seq.* (“FHA”). On December 22, 2015, Plaintiff Denver Metro Fair Housing

Center (“DMFHC”) filed a separate action against Defendants. The cases were consolidated on March 3, 2016.

2. Since approximately February 22, 1999, and continuing to the present, Defendants Roger and Eileen Loecher have owned Westland Apartments (“Subject Property”), a 28-unit apartment complex located at 9905 W. 21st Ave., Lakewood, CO 80215.

3. Since approximately July 2012, and continuing to the present, Defendants Roger Loecher and Eileen Loecher have employed Defendant Miriam Yehudah as the resident property manager of Westland. As resident property manager, Defendant Yehudah is responsible for the day-to-day management of Westland, including providing information about available apartments to prospective tenants and assigning available apartments to tenants.

4. Westland consists of two buildings. The front building, which is closest to West 21st Avenue, has 12 apartments. The rear building, which is further away from West 21st Avenue, has 16 apartments. Between the two buildings, there is a grassy area that Defendants have designated as a picnic and play area for residents. Defendant Yehudah resides in a unit in the front building.

5. Plaintiff DMFHC conducted fair housing testing at Westland between September 2013 and February 2014. 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 may be occurring.

6. Plaintiffs United States and DMFHC (collectively “Plaintiffs”) allege that DMFHC’s testing revealed that Defendant Yehudah steered prospective tenants with children towards Westland’s back building by failing to show or inform them about vacant units in the front building. In contrast, prospective tenants without children were shown and informed about

vacant units in the front building. Defendant Yehudah also made comments to testers indicating that she housed families with children in the back building, and families without children in the front building.

7. An investigation by the U.S. Department of Housing and Urban Development (“HUD”) found reasonable cause to believe that Defendants engaged in an ongoing pattern and practice of familial status discrimination. Defendants admitted in interviews with HUD that they had a policy of placing families with children in the back building at Westland. Defendant Roger Loecher indicated that he knew about and approved the aforementioned policy, which was carried out by Defendant Yehudah as the on-site property manager.

8. Plaintiffs, in their respective Complaints, allege that Defendants have:
- a. Refused to sell or rent, or otherwise made unavailable or denied, a dwelling because of familial status, in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);
 - b. Imposed different terms, conditions, or privileges for rental of a dwelling on the basis of familial status, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b);
 - c. Made 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 any such preference, limitation, or discrimination, in violation of Section 804(c) the Fair Housing Act, 42 U.S.C. § 3604(c); and
 - d. Represented that a dwelling was not available for inspection or rental when such dwelling was in fact so available, because of familial status, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

9. The United States, in its Complaint, also claims that Defendants have:
 - a. Engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, et seq.; or
 - b. Denied to a group of persons rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601, et seq., which denial raises an issue of general public importance.
10. Defendants deny that they violated the Fair Housing Act.
11. 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).
12. The parties have voluntarily agreed, as indicated by the signatures below, to resolve Plaintiffs' claims against the Defendants without the necessity of a hearing on the merits.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

II. Injunction

13. Defendants and their agents, employees, successors and all other persons in active concert or participation with Defendants, are enjoined, with respect to the rental or sale of dwellings, 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 Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);

- b. Imposing different terms, conditions, or privileges for rental of a dwelling on the basis of familial status, in violation of the Fair Housing Act, 42 U.S.C. § 3604(b);
- c. Making 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 any such preference, limitation, or discrimination, in violation of the Fair Housing Act, 42 U.S.C. § 3604(c); and
- d. Representing to any person, because of familial status, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

14. The provisions of this Section shall apply to the Subject Property and all dwellings in which the Defendants have or acquire a direct or indirect ownership, management, or other financial interest.

III. Nondiscrimination Policy and Notice to Public

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

16. Within 15 days of the date of entry of this Consent Order and throughout its term, Defendants shall distribute the Nondiscrimination Policy to all current tenants, prospective tenants with pending applications, and Defendants' employees, agents, and anyone acting under the direction of Defendants who have responsibility for showing, renting, managing, or operating any dwelling at the Subject Property.

17. Within 15 days of the date of entry of this Consent Order, Defendants shall take the following steps at the Subject Property to notify the public of the Nondiscrimination Policy:
- a. Prominently post at the rental office or other designated location that is currently or subsequently used for the rental of dwellings a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all units 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; the words and/or logo shall be prominently placed and easily readable; and
 - c. Include the following equal housing statement 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 (residing with children under age 18).

IV. Training

18. Within 15 days of the date of entry of this Consent Order, Defendants shall provide a copy of this Consent Order to all agents and employees involved in showing, renting, managing, or operating any dwelling unit or lot at the Subject Property. Defendants 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**.

19. Within 15 days after any new agent or employee becomes involved in showing, renting, or managing units at the Subject Property, Defendants 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**.

20. Within 90 days from the date of entry of this Consent Order, any Defendant, agent, or employee with any involvement in the management and/or 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 counsel for Plaintiffs, 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**.

21. 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 19, within 60 days of beginning their employment or agency and shall complete

Appendix C.

V. Nondiscrimination Standards and Procedures

22. Within 45 days from the date of entry of this Consent Order, Defendants shall develop and submit to Plaintiffs, with respect to the Subject Property, objective, uniform, nondiscriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by Plaintiffs in advance of their implementation and shall be consistent with the provisions of this Section. Within 5 days of Plaintiffs' approval of 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. These standards and procedures may be modified only if written notice is given to counsel for Plaintiffs 30 days before the proposed modifications are to take effect and Plaintiffs make no objection thereto.

23. The nondiscriminatory standards and procedures discussed in Paragraph 22 shall include the use of the following documents, which Defendants shall update for the Subject Property as new information becomes available, and retain:

- 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, which contains:

- i. The date of the prospective tenant's visit and, unless the

prospective tenant refuses to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;

- ii. The familial status of the prospective tenant, based on the good faith observation by the Defendants, employee, or agent, or on information provided by the prospective tenant, if offered;
- iii. The dwelling type the prospective tenant requests;
- iv. Whether the prospective tenant agreed to rent and the date on which the prospective tenant wishes to move in;
- v. Whether the prospective tenant was invited to see available dwelling units, and if not invited, an explanation why not; and
- vi. The number(s) of the unit(s) the prospective tenant was invited to see;
- vii. The names of all employees/agents who assisted the prospective tenant.

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

- i. The date of the prospective tenant's phone call and, if the prospective tenant agrees to provide the information, the prospective tenant's name and telephone number(s);
- ii. The dwelling type the prospective tenant requests;
- iii. Whether the prospective tenant was invited to see available

- dwelling units, and if not invited, an explanation why not;
 - iv. The date and time on which the prospective tenant is expected to view the dwellings;
 - v. Whether the prospective tenant agreed to rent and the date on which the prospective tenant wishes to move; and
 - vi. The names of all employees/agents who assisted the prospective tenant.
- c. Availability List: Defendants shall maintain and timely update an Availability List that includes the unit or lot numbers known to be available or reasonably expected to be available for rental. Defendants, or the Defendants' agents or 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. Waiting Lists: Defendants, or the Defendants' agents or employees, shall maintain waiting lists in order of the date a request to rent was communicated and develop uniform, nondiscriminatory standards for selecting individuals from the list.

VI. Compliance Testing

24. 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 the Subject Property and/or any office(s) or location(s) at which the Defendants conduct rental activities.

VII. Reporting and Document Retention Requirements

25. Defendants shall, no later than 15 days after occurrence, provide to the Plaintiffs¹ notification and documentation of any written or oral complaint against Defendants, or Defendants' agents or employees, regarding discrimination in housing. If the complaint is in writing, Defendants 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. Defendants shall also promptly provide to Plaintiffs all information it may request concerning any such complaint and shall inform Plaintiffs within 15 days of any resolution of such complaint.

26. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, the Defendants shall deliver to counsel for Plaintiffs a report containing information regarding their compliance efforts during the preceding reporting period, including but not limited to:

- a. Any executed copies of Appendices B and C, not previously provided;

¹ 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# 175-13-155, at the following addresses:

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

FedEx/UPS: 1800 G Street, N.W.
Suite 7002
Washington, D.C. 20006

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

Unless otherwise specified, all correspondence required to be sent to Plaintiff DMFHC under the provisions of this Consent Order shall be sent to: Relman, Dane & Colfax, c/o Glenn Schaltus and Jia Cobb, 1225 19th Street NW, Suite 600, Washington, D.C., 20036.

- 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;
- e. Any published advertisements pursuant to Paragraph 17(b).

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

27. 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, and any correspondence about the availability of dwelling units. Upon reasonable notice to counsel for Defendants, representatives of Plaintiffs shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by Plaintiffs, Defendants shall provide copies of such documents.

VIII. Monetary Damages for Plaintiff DMFHC and Aggrieved Persons

28. Defendants shall pay the total sum of \$45,000, which includes monetary damages and attorneys' fees, to DMFHC. This amount shall be paid in three checks, according to the schedule provided in Paragraph 31, to Relman, Dane & Colfax IOLTA Account, deliverable to Relman, Dane & Colfax, 1225 19th Street NW, Suite 600, Washington, D.C., 20036.

29. Upon receipt of the payment described above, DMFHC and Defendants shall exchange signed releases in the form of **Appendices F and G**.

30. Defendants shall deposit in an interest-bearing escrow account the total sum of \$25,000, according to the schedule provided in Paragraph 31, 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."

31. Defendants shall make payments to DMFHC and deposit money in the interest-bearing escrow account for purposes of the Settlement Fund according to the following schedule:

- a. Within two business days after the date of entry of this Consent Order, Defendants shall pay \$5,000 to DMFHC.
- b. Within 30 days after the date of entry of this Consent Order, Defendants shall pay \$10,000 to DMFHC and deposit \$10,000 into the Settlement Fund account.
- c. Within 90 days after the date of entry of this Consent Order, Defendants shall pay the remaining balance of \$30,000 to DMFHC and deposit \$15,000 into the Settlement Fund account.

32. 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.

33. Within five days of the second deposit into the Settlement Fund account, Defendants shall submit proof to the United States that the second deposit was made, according to the schedule provided in Paragraph 31.

34. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 30.

35. Within fifteen (15) days after the date of this Consent Order, Defendants shall distribute to all tenants of properties at Westland Apartments, 9905 W. 21st Ave., Lakewood, CO 80215, a Notice to Potential Aggrieved Persons (“Notice”), as set out in **Appendix D**. Within ten (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 it has complied with this provision of the Consent Order.

36. Within fifteen (15) days of the effective date of this Consent Order, Defendants shall arrange and publish the Notice as follows:

- a. The Notice shall be published at least four times, in each of the following publications, for a total of at least 12 ads: Golden Transcript; Wheat Ridge Transcript; and Lakewood Sentinel. The Notice shall be published in a space measuring at least one-quarter (1/4) 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 familial status discrimination either as a tenant or applicant to the Subject Property and invite such persons to contact counsel for the United States within one hundred twenty (120) days from the effective date of this Consent Decree.

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

37. 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, to the United States that will be useful in identifying persons who may be entitled to relief under this Consent Order. Defendants shall provide such rental/tenancy records through counsel for Defendants within 30 days of the effective date of this Consent Order.

38. Nothing in this Consent Order shall preclude the United States from making its own efforts to identify and provide notice to potential aggrieved persons, including, as necessary, visiting the Subject Property.

39. Within 250 days from the entry of this Consent Order, 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 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).

40. After reviewing Defendants' comments, the United States shall submit its final recommendations, together with a copy of the declarations submitted by the aggrieved persons and any information submitted by Defendants, to the Court. However, if the Defendants agree with the United States' recommendations, the recommendation shall be submitted to the Court in the form of a Stipulated Order. When the Court issues an order approving or changing the United States' proposed distribution of funds, Defendants shall, within 10 days of the date of entry of the Court's 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 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.

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

42. After the satisfaction of Paragraphs 30-41 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to (a) qualified, non-profit organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in Jefferson County, Colorado and the surrounding area, with an emphasis on the protection of the rights of families with children. Before selecting the qualified organization(s), Defendants will obtain a proposal from the organization(s) addressing how the funds will be used consistent with the above-stated purpose. Defendants will 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). The parties shall thereafter

seek approval from the Court to distribute the remaining funds to the qualified organization(s), and Defendants shall distribute such funds within 30 days of the Court's order consistent with the terms therein.

43. 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 have been utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

IX. Civil Penalty

44. Within two business days after the date of entry of this Consent Order, Defendants shall pay a total of \$5,000 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 from the United States.

45. 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.

X. Acquisition or Transfer of Interest in Dwellings

46. If at any time while this Consent Order remains in effect, Defendants Roger and Eileen Loecher maintain that their obligations under this Consent Order have terminated or changed because they have sold or transferred all or any portion of the Subject Property to a bona-fide third party purchaser in an arm's-length transaction, Defendants Roger and Eileen Loecher shall inform Plaintiffs 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.

47. If any transfer of Defendants Roger and Eileen Loecher's interest in the Subject Property is not an arm's-length transaction, Defendants Roger and Eileen Loecher and the new owner(s) shall be jointly and severally liable for any violations of this Consent Order.

XI. Duration, Modification, and Non-compliance with Consent Order

48. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. This Consent Order shall be in effect for a period of three years from the date of its entry. Plaintiffs 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.

49. By agreeing to entry of this Consent Order, the parties agree that in the event Defendants 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.

50. 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 Plaintiffs contend that Defendants have failed to perform any act required by this Consent Order in a timely manner, or have otherwise violated any provision thereof, Plaintiffs may move, after good faith conferral with Defendants, this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

51. 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

52. 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.

53. The preceding paragraph does not relieve Defendants of the record-keeping responsibilities imposed by this Consent Order.

XIV. Costs of Litigation

54. Defendants will bear their own costs and attorneys' fees associated with this litigation.

IT IS SO ORDERED, Dated: _____, 2016

United States District Judge

For the United States of America

JOHN F. WALSH
United States Attorney
District of Colorado

VANITA GUPTA
Principal Deputy Assistant Attorney General
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s/ Zeyen J. Wu

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APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of Westland Apartments 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, Westland Apartments and all of its agents and employees 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, sex, national origin, disability, or familial status (residing with children under 18);
- 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 1-800-669-9777, 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 a copy of the Consent Order entered by the Court in *United States v. Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah*, Case No. 1:15-cv-02462-PAB-CBS (D. Colo.). I was also provided a copy of the Nondiscrimination Policy adopted by the Subject Property 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 District of Colorado entered a Consent Order resolving a lawsuit brought by the United States against *Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah*, concerning alleged housing discrimination at Westland Apartments (“Westland”), located at 9905 W. 21st Ave., Lakewood, CO 80215. The lawsuit alleged that the owners and manager of Westland violated the Fair Housing Act by treating individuals with children living with them who visit the complex and inquire about renting apartments, and individuals with children who live in the complex, less favorably than individuals who do not have children living with them. The Consent Order requires, among other things, that the Defendants provide accurate information about all available apartments at Westland without regard to familial status and make such apartments available to any eligible renter as required by the Fair Housing Act.

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) are an individual with children; (2) sought to live at Westland Apartments; and (3) were denied the opportunity to live at Westland Apartments and/or steered to the back building of the property.

If you believe you may be a victim based on the above criteria, or if you have information about someone else whom you believe may qualify, please contact the United States Department of Justice, no later than _____, at: 1-800-896-7743 and select menu option 92. You may also send an e-mail to fairhousing@usdoj.gov or write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
1800 G Street, N.W., Suite 7002
Washington, D.C. 20006
Attn: DJ# 175-13-155

Your telephone message or letter must include your name, address, and, if possible, your e-mail address and 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. Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah*, Case No. 1:15-cv-02462-PAB-CBS, as approved by the United States District Court for the District of Colorado, and in consideration for the payment of \$_____, I, _____, do hereby fully release and forever discharge Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above at the Subject Property 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 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]

APPENDIX F

FULL AND FINAL RELEASE OF CLAIMS BY DMFHC

In consideration for the parties’ agreement to the terms of the Consent Order they entered into in the case of *United States v. Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah*, Case No. 1:15-cv-02462-PAB-CBS, United States District Court for the District of Colorado, and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah along with their past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any person acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that I may have against them through the date I sign this release, including claims for damages (both compensatory and punitive), costs, fines, and attorneys’ fees, with the exception of any action regarding enforcement of the above-referenced Consent Order.

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

Executed this ____ day of _____, 20__.

[Signature] for Denver Metro Fair Housing Center

[Print Name]

APPENDIX G

FULL AND FINAL RELEASE OF CLAIMS BY DEFENDANTS

In consideration for the parties’ agreement to the terms of the Consent Order they entered into in the case of *United States v. Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah*, Case No. 1:15-cv-02462-PAB-CBS, United States District Court for the District of Colorado, Roger P. Loecher, Eileen F. Loecher, and Miriam Yehudah (collectively “Defendants”) do hereby fully release and forever discharge the Denver Metro Fair Housing Center along with their past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any person acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that I may have against them through the date I sign this release, with the exception of any action regarding enforcement of the above-referenced Consent Order.

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

Executed this _____ day of _____, 20__.

[Signature]
for Defendants Roger P. and Eileen F. Loecher

[Signature]
for Defendant Miriam Yehudah

[Print Name]

[Print Name]