

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

<p>UNITED STATES OF AMERICA,</p> <p>Plaintiff,</p> <p>v.</p> <p>RICHARD DONAHUE AND MARY DONAHUE,</p> <p>Defendants.</p>
--

Civil Action No. 3:22-cv-273-jdp

CONSENT DECREE

I. INTRODUCTION

1. This action was filed on May 13, 2022, by Plaintiff United States of America 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. §§ 3601-3631 (“Fair Housing Act” or “FHA”).

2. In its Complaint, the United States alleges that Defendants Richard Donahue and Mary Donahue violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that they co-owned and operated, located in and around Janesville, Wisconsin. Specifically, the United States alleges that since at least 2000, and as recently as 2022, Richard Donahue subjected female tenants to discrimination on the basis of sex, including unwelcome and severe or pervasive sexual harassment, on multiple occasions. The Complaint alleges the conduct included but was not limited to:

- a. Demanding that tenants provide him with sexual favors, including oral sex and sexual intercourse, in order to not lose housing;

- b. Offering to grant tangible housing benefits—such as reducing rent or excusing late or unpaid rent—to tenants in exchange for sexual favors, including oral sex and sexual intercourse;
- c. Subjecting tenants to unwelcome sexual touching;
- d. Exposing his genitals and requesting sexual favors to tenants;
- e. Making unwelcome sexual comments and sexual advances to tenants; and
- f. Taking adverse housing actions, such as initiating eviction actions, or threatening to do so, against tenants who objected to or refused his sexual advances.

3. In its Complaint, the United States also alleges that Richard Donahue's discriminatory housing practices occurred while he was exercising his authority as an agent for Defendant Mary Donahue at their co-owned residential rental properties.

4. The United States alleges that the conduct described in the Complaint constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the FHA and denial to a group of persons of rights granted by the FHA, which denial raises an issue of general public importance.

5. Richard Donahue denies that he engaged in any of the actions alleged in foregoing paragraphs. Mary Donahue denies having knowledge of any alleged sexual harassment or unwelcome behaviors and further denies that she had any control over the rental properties or that she authorized Richard Donahue to act as her agent in the management of the properties.

6. The United States and Defendants (collectively, the "Parties") agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

7. To avoid the delay, inconvenience, and expense of protracted litigation, the Parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims

against Defendants through this Consent Decree (“Decree”), without the necessity of a trial and without admission of liability or wrongdoing on the part of Defendants.

8. This Decree constitutes a full resolution of all claims asserted against Defendants by the United States in this action, and those claims the United States could have asserted under the FHA in this action, as a result of any actions or inactions of Defendants.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. TERMS AND CONDITIONS

9. The provisions of this Decree shall apply to Defendants and their agents, employees, and all other persons or entities in which they have an ownership interest (other than stock of publicly traded companies) or whom or which are acting in concert or participation with them.

10. Unless otherwise specified herein, the provisions of this Decree apply to “Covered Properties,” which refers to any residential rental property: (1) that is owned or operated by any of the Defendants; (2) that is owned or operated by any entity of which any Defendant is an officer, agent, employee, or partner; or (3) in which any Defendant has any ownership, financial, or controlling interest; whether the residential rental property is currently owned or subsequently acquired during the term of this Decree, currently including the properties identified in Attachment A. Notwithstanding the foregoing, the term “Covered Properties” shall not include:

- a. A single-family residential rental property that Defendants’ son resides in, as long as he resides there;
- b. Residential rental properties that are leased to and managed by the Wisconsin Departments of Health Services (“DHS”); and

- c. The residential rental property that is located at 1405 Droster Road, Madison, and leased to Loving Care LLC, which property is being managed by Loving Care LLC for use as a community based residential facility, for so long as that property is being managed by Loving Care LLC for that purpose.

11. This Decree is effective immediately upon its entry by the Court. For purposes of this Decree, the phrase “effective date” shall refer to the date on which the Court enters the Decree.

III. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the FHA

12. Defendants, their officers, agents, employees, transferees, successors, heirs and assigns, and all other persons or entities in active concert or participation with them, are enjoined, with respect to the rental of dwellings,¹ from:

- a. Refusing to rent 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 sex;
- b. 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 sex;
- c. Making any statement, oral or written, in connection with the rental of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or

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

discrimination, on the basis of sex; and

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

B. Prohibition Against Contact with Aggrieved Persons²

13. Defendants shall be permanently prohibited from purposefully and knowingly engaging in Contact or Communications, either directly or indirectly, with (a) any person the United States has identified as an Aggrieved Person; (b) any person the United States has identified to Defendants as a potential witness to the unlawful conduct alleged in this lawsuit; and (c) any person whom Defendants know or believe to be a family member or close relation of any of the Aggrieved Persons.

14. “Contact or Communications,” as referred to in Paragraph 13, above, includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made through third parties.

15. In the event that any Defendant inadvertently or unintentionally initiates any Contact or Communication with any individual identified in Paragraph 13 above, or such person initiates such Contact or Communication with any Defendant, that Defendant will immediately discontinue the Contact or Communication, and take all reasonable steps to avoid any further Contact or Communication.

² The term “Aggrieved Person” means anyone whom the United States has determined was harmed by Defendants’ discriminatory housing practices.

C. Prohibition Against Management of Rental Properties

16. Except as provided in Paragraph 21, Defendants are permanently enjoined from entering the premises of any of the Covered Properties. This includes, but is not limited to, the dwelling units, communal spaces, yards, parking areas, garages, and leasing offices.

17. Defendants are permanently enjoined from directly or indirectly performing any Property Management Responsibilities at any Covered Properties. “Property Management Responsibilities” include the following: showing or renting housing units; processing rental applications; performing or supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; entering rental units; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal Contact or Communications with tenants or prospective tenants. For as long as Defendants own, lease, manage, or control any Covered Properties, all Property Management Responsibilities must be handled by an Independent Manager, consistent with Section IV.

IV. RETENTION OF INDEPENDENT PROPERTY MANAGER

18. Within thirty (30) days of the effective date of this Decree, Defendants will retain (an) Independent Manager(s), to be approved in advance in writing by the United States, to perform all Property Management Responsibilities as described in Paragraph 17, at the Covered Properties. The United States will not unreasonably withhold approval for Defendants’ proposed Independent Manager(s), as long as that individual satisfies the requirements of Paragraph 19.

19. An “Independent Manager” is an individual or entity experienced in managing rental properties and who has no current or past employment, familial, material and ongoing financial or contractual, or close personal and ongoing relationship with Defendants.

20. If, after retaining the Independent Manager(s), Defendants wish to change the Independent Manager(s) for any reason, they will submit the name of the prospective manager, in writing, to the United States for written approval at least ten (10) days prior to retaining the individual or entity.

21. As set forth in Paragraph 16, Defendants will refrain from entering the premises of any Covered Properties except that they may do so, when accompanied by the Independent Manager, if it is necessary to inspect the property or show it to a prospective buyer and that function cannot be reasonably delegated to an agent.

22. Defendants will do the following through the Independent Manager for any current or future rental properties:

- a. Implement, subject to the United States' approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure will be provided to counsel for the United States within thirty (30) days of the effective date of this Decree. This policy and procedure will be implemented within five (5) days of notification from the United States to Defendants that the policy and procedure is satisfactory to the United States. Within fifteen (15) days of the United States' approval, the Independent Manager will distribute a written copy of the policy and procedure to all tenants of the Covered Properties. The Defendants will provide the United States with documentation confirming that the Independent Manager distributed the policy and procedure to all tenants in accordance with this Paragraph. If, at any time during the effective period of this Decree, Defendants wish to amend the policy or procedure, Defendants shall seek approval of any change or amendment to the

policy or procedure from the United States prior to implementation of any amended policy or procedure.

- b. Ensure that the Independent Property Manager's employees or representatives who will be performing duties with respect to the Covered Properties are familiar with the requirements of the FHA, particularly as they pertain to sexual harassment and other forms of sex discrimination (including through the training required by Section VI) and this Decree.
- c. Post an "Equal Housing Opportunity" sign in any rental office or location through which Covered Properties are rented, which indicates that all Covered Properties are available for rent on a nondiscriminatory basis. The signs shall be posted within thirty (30) days of entry of this Decree. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will be placed in a prominent, well-lit location where it is easily readable. Defendants may use HUD Form 928, available at:
<https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.
- d. Require that all advertising conducted for any of the Covered Properties in newspapers, telephone directories, radio, television, Internet websites, social media, or other media, and all billboards, signs (including at the Covered Properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words "equal housing opportunity provider," and/or the following sentence: "We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability." The words or logo will be legible and prominently

placed.

- e. Provide any information reasonably related to compliance with this Decree that is requested by the United States.

V. **ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES**

23. If either or both Defendants acquire a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property, such property will be subject to the applicable provisions of this Decree as a Covered Property. Within thirty (30) days of acquiring such an interest, Defendant(s) will notify counsel for the United States of the nature of their interest in the property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Decree. Defendant(s) will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

24. Nothing in this Consent Decree obligates Defendants to continue to own any of the Covered Properties, and, subject to the requirements herein, may sell any or all of them at any time. If either or both Defendants sell or transfer their ownership, financial, or controlling interest in a Covered Property, or any property acquired under Paragraph 23, to a Bona Fide, Third-Party Purchaser in an Arms-Length Transaction, such property will cease to be subject to this Decree. For purposes of this Decree, a “Bona Fide, Independent Third-Party Purchaser” is one with whom Defendants have no current or past familial, material and ongoing financial or contractual, or close and ongoing personal relationship. The Independent Manager, Amy Griffin, or any tenant (so long as they are not a family member of Defendants) who wishes to purchase a Covered Property shall be deemed to be a Bona Fide, Independent Third-Party Purchaser. An “Arms-Length Transaction”

is one that has been arrived at either in the marketplace or between independent persons with their own economic interests regarding that transaction. A corporation or entity of which any Defendant is an officer, partner, employee, or agent, or in which any Defendant has an ownership, financial or controlling interest, is not a “Bona Fide, Independent Third-Party Purchaser,” and any transaction involving such a purchaser will not qualify as an “Arms-Length Transaction.” Defendants remain bound by Sections III (General Injunction), VIII (Monetary Payment), IX (Additional Relief for Aggrieved Persons) and X (Civil Penalty).

Additionally, James Donahue shall be deemed to be a Bona Fide, Independent Third-Party Purchaser of 800 Sherman in Janesville, although while he owns such property, Defendants are permanently barred from entering onto such property or having anything whatsoever to the operation or management of such property as a residential rental property.

25. If Defendant(s) claim that their obligations under this Decree have terminated or changed because they are selling or transferring or have sold or transferred their interest in a Covered Property to a Bona Fide, Third-Party Purchaser in an Arms-Length Transaction as defined in Paragraph 24, Defendant(s) will inform the United States before or within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the offer to purchase or documents memorializing the sale or transfer, and contact information for the purchaser.

26. If the United States asserts that any transfer of interest in all or a portion of any residential rental property by Defendant(s) is not to a Bona Fide, Independent Purchaser as a part of an Arms-Length Transaction as defined in Paragraph 24, it shall advise Defendants within 10 days. The Parties shall use good faith efforts to resolve any dispute, but if they cannot, they shall file a joint report with the Court within 10 days setting forth each side’s position and shall ask the Court to resolve the dispute. If the Court determines that the sale is or was not to a Bona Fide,

Independent Purchaser as a part of an Arms-Length Transaction, Defendant(s) will remain jointly and severally liable, along with the purchaser or transferee, for any violation of this Decree. If the Court determines that the sale is or was not to a Bona Fide, Independent Purchase as a part of an Arms-Length Transaction, the Court may award reasonable attorney's fees to the side that was successful on the determination.

VI. EDUCATION AND TRAINING

27. Within sixty (60) days of the effective date of this Decree, Defendants, any person involved in performing Property Management Responsibilities at any of the Covered Properties, and any employees or agents who supervise such persons, including the Independent Manager, will attend live training on the requirements of the Fair Housing Act, with specific emphasis on sexual harassment and other types of discrimination on the basis of sex, and a question-and-answer session for the purpose of reviewing the foregoing areas. The attendees will be provided a copy of this Consent Decree at the training. The trainer or training entity must be independent of the Defendants, of Defendants' counsel, and of any Independent Manager retained under this Decree, qualified to conduct such training, and approved in advance in writing by the United States. Any expenses associated with this training will be borne by the Defendants.

28. Defendants will obtain from the trainer or training entity a separate certificate of attendance signed by each individual who attended the training. The certification, included at Attachment B, will include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. Copies of the certification will be provided to counsel for the United States within ten (10) days of completion of the training.

29. All new agents or employees of Defendants, including any new or replaced

Independent Manager, or agents or employees of the Independent Manager, who are involved in any Property Management Responsibilities at any of the Covered Properties, and all employees or agents who supervise such persons, will, within thirty (30) days of commencing an employment or agency relationship with Defendants or the Independent Manager, be provided the training described in Paragraph 27, or participate in an online training on the Fair Housing Act, including the Act's provisions related to sexual harassment and other forms of sex discrimination. The online training program must be approved in advance by the United States. New employees who are provided online training will participate in a live training as described in Paragraph 27, within one (1) year of commencing an employment or agency relationship with a Defendant or with the Independent Manager. Defendants will send a copy of the certifications of any training conducted under this paragraph to counsel for the United States within ten (10) days of the training.

30. Within ten (10) days of the effective date of this Decree, all employees and agents of Defendants who are involved in any way in the operation of Defendants' rental business will be given a copy of this Decree and will be provided an opportunity to have any related questions answered.

31. Within ten (10) days of the commencement date of any new employee or agent who becomes involved in any way in performing Property Management Responsibilities at any of the Covered Properties or the operation of Defendants' rental business, the new employee or agent will be given a copy of this Decree and will be provided an opportunity to have any related questions answered.

VII. COMPLIANCE TESTING

32. The United States may take steps to monitor Defendants' compliance with this

Consent Decree, including, but not limited to, conducting fair housing tests at any of the Covered Properties.

VIII. MONETARY DAMAGES FOR AGGRIEVED PERSONS

33. Within thirty (30) days of the effective date, Defendants agree to pay a total sum of five hundred thousand dollars and no cents (\$500,000) (the “Fund”) to the Michael Best & Friedrich LLP trust account, for payment to Aggrieved Person Nos. 1-7 and 9-14, as identified in Dkt. #48 in the amounts directed by the United States in its sole discretion. Upon receipt of the payment, Defendants’ counsel shall provide proof of receipt to the United States.

34. Within ten (10) days of the effective date, the United States shall inform Defendants’ counsel as to its determination regarding the amount of payments to each Aggrieved Person, which amounts cannot be challenged by Defendants.

35. Michael Best shall, within forty (40) days of the effective date, deliver by overnight delivery to counsel for the United States a separate check payable to each Aggrieved Person in the amounts set forth by the United States.³

36. Counsel for the United States shall obtain a signed release in the form of Attachment C for each Aggrieved Person.

37. Subject to Paragraph 38, when counsel for the United States has received a check from Defendants payable to an Aggrieved Person and a signed release from the Aggrieved Person, counsel for the United States shall deliver the check to the Aggrieved Person and a copy of the signed release to counsel for the Defendants. No Aggrieved Person shall receive their check until that person has executed and delivered to counsel for the United States the release at Attachment C.

³ All documents, instruments, and written materials required by this Consent Decree are to be sent to the United States shall be directed to: Assistant U.S. Attorney Barbara Oswald, United States Attorney’s Office – Western District of Wisconsin, 222 W. Washington Avenue, Suite 700, Madison, WI 5370, re: DJ #175-86-66.

38. Aggrieved Persons against whom Defendants have initiated legal actions or related proceedings or against whom Defendants have obtained an adverse judgment will be asked to sign the release after Defendants have taken the steps described in Section IX. They shall not receive any payment until signing the release.

39. The damages required to be paid under this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Defendants shall not seek to discharge any part of these debts in bankruptcy.

IX. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

40. Within thirty (30) days of the receipt of the United States' identification of Aggrieved Persons, Defendants' counsel shall file appropriate state court documents to show that each and every eviction or other judgment has been satisfied, discharged, or vacated, and shall move to seal any eviction judgments that Defendants have against them, though nothing in this paragraph is a guarantee that the state court will seal any record. Defendants will cooperate fully and shall execute any necessary documents to support the filing of the documents and motions described in the preceding sentence.

41. Within thirty (30) days of the receipt of the United States' identification of Aggrieved Persons, Defendants will deliver to Counsel for the United States, via overnight mail, a letter in the form of Attachment E for each Aggrieved Person against whom Defendants have filed an eviction action.

42. Within thirty (30) days of the receipt of the United States' identification of Aggrieved Persons, Defendants will take all actions necessary to expunge from credit histories detrimental information they have reported to any of the three major credit bureaus (Equifax, Experian, or TransUnion), if any, with respect to the identified Aggrieved Persons.

43. Defendants will inform the United States within five (5) days after taking any of the actions described in Paragraphs 40 and 42. Defendants will maintain all records relating to the actions taken in accordance with Paragraphs 40 and 42, and will, within thirty (30) days of taking such actions, send to the United States copies of the documents demonstrating compliance with the requirements of those Paragraphs.

44. The Independent Manager shall make independent decisions about the amount of rent or fees that should be charged for any property at issue in this Decree, based upon market rates.

X. CIVIL PENALTIES

45. Within ten (10) days of the effective date of this Consent Decree, Defendants will pay \$123,965 to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.5 to vindicate the public interest. This payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

46. The civil penalty payment obligation specified in Paragraph 45 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. Defendants will not seek to discharge any part of this debt in bankruptcy.

XI. RECORD KEEPING REQUIREMENTS

47. Defendants will make good faith efforts to ensure that they and the Independent Manager preserve and maintain all records that are the source of, contain, or relate to any information pertinent to their obligations under the Consent Decree, including, but not limited to, the following:

- a. A list of all tenants, the units in which they live, and their telephone numbers;
- b. Rental records, including leases, maintenance orders, notices of non-renewal or eviction or wrongful occupation, tenant complaints, and correspondence with tenants;
- c. Rental policies and procedures, including the sexual harassment policy referred to in Paragraph 22(a);
- d. Tenant rules and regulations;
- e. Rental ledgers, and any records of payments by tenants;
- f. Any documents related to notifications or complaints of contact or interference by Defendants or anyone on their behalf, or discrimination, harassment, unfair treatment, or violation of this Decree by either Defendant, the Independent Manager, or any of their agents; and
- g. Rental payments, including any abatements in rent, or other financial records.

48. Defendants and the Independent Manager will provide copies of the documents described in this Section to the United States upon request and will permit the United States to inspect and copy these documents upon reasonable notice.

XII. REPORTING REQUIREMENTS

49. Defendants will, through the Independent Manager, provide to the United States notification and documentation of the following events, no later than fifteen (15) days after their occurrence:

- a. Any information indicating that any person or entity is or may be in violation of this Consent Decree; and
- b. Any complaint in the possession of the Independent Manager, whether written,

oral, or in any other form, against Defendants or their agents or employees, regarding contact or interference by either Defendant, or discrimination, harassment, unfair treatment, retaliation, or violation of this Decree by either Defendant. The Independent Manager will promptly provide the United States all information it may request concerning any such complaint. The Independent Manager will also inform the United States, in writing, about the substance of any resolution of the complaint within fifteen (15) days of such resolution.

50. Within ninety (90) days of the effective date of this Decree, and every six (6) months thereafter, Defendants will, through the Independent Manager, deliver to the United States a report containing the following information, except that the final report will be submitted sixty (60) days prior to the expiration of this Decree:

- a. A list of current tenants living at the Covered Properties with a contact telephone number for each tenant;
- b. Any documents required by any provision of this Consent Decree to the extent that these documents have not been previously provided; and
- c. Written verification by the Defendants that the Independent Manager has managed the Covered Properties in accordance with the terms of this Decree during the reporting period.

XIII. SCOPE, DURATION, AND ENFORCEMENT OF CONSENT DECREE

51. This Decree will be in effect for a period of five (5) years from the date of its entry.

52. The Court will retain jurisdiction for the duration of this Decree to enforce its terms, after which time the case will be dismissed with prejudice. The United States may move the Court to extend the duration of this Decree in the event of noncompliance, whether intentional or not,

with any of its terms, or if it believes the interests of justice so require. Any Party may move the Court to extend the term of this Decree for good cause.

53. The United States and Defendants agree that in the event either Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

54. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree 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 either Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Decree 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 attorneys’ fees that may have been occasioned by the violation or failure to perform.

55. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the Parties. Any other modifications to the provisions of this Decree must be approved by the Court.

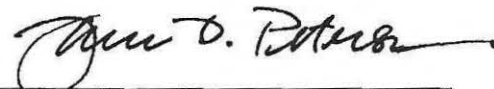
XIV. COSTS OF LITIGATION

56. Except as otherwise provided in Paragraphs 26 and 54, the United States and Defendants will bear their own costs and attorneys’ fees associated with this litigation.

XV. TERMINATION OF LITIGATION HOLD

57. The Parties agree that, as of the effective date of this Decree, litigation is not “reasonably foreseeable” concerning the matters described in the United States’ Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves any of the Parties of any other obligations imposed by this Decree.

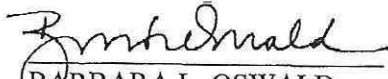
IT IS SO ORDERED this 15TH day of FEBRUARY 2024.


UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Consent Decree:

Dated: February 8, 2024

TIMOTHY M. O'SHEA
United States Attorney
Western District of Wisconsin



BARBARA L. OSWALD
Assistant U.S. Attorney
222 W. Washington Avenue
Suite 700
Madison, WI 53703
Phone: (608) 250-5478
barbara.oswald@usdoj.gov

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

s/ Beth Frank

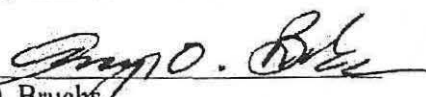
CARRIE PAGNUCCO
Chief
TIMOTHY J. MORAN
Deputy Chief
BETH FRANK
ADAM M. WESOLOWSKI
Trial Attorneys
Housing and Civil Enforcement
Section Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW – 4CON
Washington, DC 20530
Phone: (202) 598-9258
Fax: (202) 514-1116
beth.frank@usdoj.gov
adam.m.wesolowski@usdoj.gov

Attorneys for Plaintiff
United States of America

Dated: 2/8, 2024

For Defendants:

MICHAEL BEST & FRIEDRICH LLP
Attorneys for Defendants

By: 
Amy O. Bruchs
Gwendolyn W. Lewis
Kurt F. Ellison

MICHAEL BEST & FRIEDRICH LLP
One South Pinckney Street, Suite 700
Madison, WI 53701-1806
Phone: 608.257.3501
Fax: 608.283.2275
aobruchs@michaelbest.com
gwwlewis@michaelbest.com
kfellison@michaelbest.com

Attachment A

List of Currently-Owned Residential Rental Properties

316 N Academy	Janesville
403 Academy	Janesville
518 S Academy	Janesville
9035 Aavalon Rd	Avalon
9710 Arrowhead	Edgerton
1541 Ashland	Janesville
1732 Beloit	Janesville
1057 Beloit	Janesville
2117 Burbank	Janesville
2307 Conway	Janesville
621 N Chatham	Janesville
165 Cherry	Janesville
306 Cherry	Janesville
1214 Cherry	Janesville
1215 W Court	Janesville
1226 E Court	Janesville
1635 Crosby	Janesville
2120 Crosby	Janesville
335 Freemont	Janesville
1021 N Grant	Janesville
1816 S Grant	Janesville
540 Harding	Janesville
418 Harding	Janesville
437 Harding	Janesville
1506 Highland	Janesville
1510 E Holmes	Janesville
413 Jackson	Janesville
430 Jackson	Janesville
437 Jackson	Janesville
315 S John Paul	Milton
360 Johnson	Janesville
424 Johnson	Janesville
463 Johnson	Janesville
713 Johnson	Janesville
8354 N Lima Center Rd	Whitewater
413 Lincoln	Janesville
109 Linn	Janesville
119 Linn	Janesville
327 Linn	Janesville
708 Linn	Janesville
107 Locust	Janesville
115 Madison	Janesville
121 Madison	Janesville
414 N Main	Janesville
215 McKinley	Janesville

1018 E Memorial	Janesville
1706 W Memorial	Janesville
1518 W Memorial	Janesville
1226 E Milwaukee	Janesville
832 Milton	Janesville
1315 Myra	Janesville
1821 Myra	Janesville
2319 Newman	Janesville
100 Oakhill	Janesville
449 Parker Dr	Janesville
1509 Parker Ct	Janesville
460 N Pearl	Janesville
468 N Pearl	Janesville
214 S Pearl	Janesville
520 N Pine	Janesville
212 W Racine	Janesville
318 W Racine	Janesville
300 Racine	Janesville
312 E Racine	Janesville
316 Racine	Janesville
358 W Racine	Janesville
468 W Racine	Janesville
310 Randall	Janesville
1253 N Randall	Janesville
1715 Ravine	Janesville
326 Riverside	Janesville
2008 Rockport	Janesville
441 N Terrace	Janesville
1612 EMH Townline	Milton
102 Union	Janesville
525 Walnut	Janesville
329 S Wash	Janesville
702 S Wash	Janesville
474 N Wash	Janesville
17 S Willard	Janesville
18 S Wisconsin	Janesville
121 Willard	Janesville
618 Yuba	Janesville

Attachment B

Employee/Agent Training Acknowledgment

I hereby acknowledge that on _____, 202_, I completed training conducted by _____ on the requirements of the federal Fair Housing Act and the Consent Decree entered by the United States District Court for the Western District of Wisconsin in *United States v. Richard Donahue and Mary Donahue*, 3:22-cv-273-jdp (W.D. Wis.). I have also received and read a copy of that Consent Decree. My attendance at the training occurred during the following time frame: [insert starting and ending times]

I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Signature/Printed Name

Job Title/Position

Date

Attachment C

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Decree they entered into in the case of *United States v. Richard Donahue and Mary Donahue*, 3:22-cv-273-jdp (W.D. Wis.), as approved by the United States District Court for the Western District of Wisconsin, and in consideration and contingent upon the payment to me of \$_____, I hereby release and forever discharge Richard Donahue and Mary Donahue from any and all fair housing sexual discrimination claims set forth, or which could have been set forth, in the Complaint in the action named above that I may have had against any of them as of the date of entry of the Consent Decree. 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 _____, 2024.

Signature

Print Name

Attachment D

Letter Regarding Evictions

[Month] [day], 202[]

Re: [Aggrieved Person's name]

To Whom it May Concern:

On [date of eviction filing], my clients, Richard Donahue and Mary Donahue, or someone acting on my client's behalf, filed an eviction proceeding against [Aggrieved Person's name] in Rock County in the State of Wisconsin [insert case number]. My clients were the owner(s) of the property in [year of rental] and at the time the eviction proceeding was commenced.

On May 13, 2022, the United States of America filed a lawsuit against Richard Donahue and Mary Donahue in the United States District Court for the Western District of Wisconsin alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* As part of the resolution reached in that case, my clients were required to file appropriate state court documents to show that any eviction or other judgment has been satisfied, discharged, or vacated and to move to seal the records of the eviction.

To the extent that negative information exists regarding Ms. [Aggrieved Person's last name]'s rental of [property street address] in [property city or town], Wisconsin, please disregard it. Such negative information may include, but is not limited to: any judgment obtained in connection with the action referenced above, any information relating to late or missing rent payments, payments with non-sufficient funds, write-offs, collections actions, unpaid or late-paid utility bills; negative statements relating to the condition of the property during or at the end of Ms. [Aggrieved Person's last name]'s tenancy; and any information related to alleged lease violations or damages to the property located at [property street address] during Ms. [Aggrieved Person's last name]'s tenancy.

Sincerely,

[DEFENSE COUNSEL]