

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO**

United States,	)	
	)	
Plaintiff,	)	
	)	
	)	
vs.	)	CASE NO. 1:13-cv-02152-SO
Zaremba Management Company, LLC;	)	
Katrina Ivanskis; and	)	JUDGE OLIVER
Linden Apartment Company, LLC	)	
	)	
Defendants.	)	

**CONSENT ORDER AMONG THE UNITED STATES,  
ZAREMBA MANAGEMENT COMPANY, LLC, KATRINA IVANSKIS,  
AND LINDEN APARTMENT COMPANY, LLC**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the Fair Housing Act, 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.*
  
2. The United States alleges that Linden Apartment Company, LLC owns the Linden House Apartments, a 205-unit apartment complex located at 3303 Linden Road, Rocky River, Ohio. Linden Apartment Company, LLC offers apartments in that complex for rent. Defendants Zaremba Management Company, LLC and Katrina Ivanskis manage and operate the Linden House Apartments on behalf of Linden Apartment Company, LLC, and are responsible for showing and leasing dwelling units.
  
3. The United States alleges the Defendants maintain a policy of refusing to rent to families

with children at the Linden House Apartments. The United States also alleges that the Defendants maintain a policy of evicting and/or asking current tenant(s) to relocate to different housing if the current tenant(s) have a child and the child reaches the age of 18 months or older.

4. The United States alleges that the Defendants have engaged in a pattern or practice of discrimination on the basis of familial status and/or a denial of rights to a group of persons that raises an issue of public importance, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at the Linden House Apartments.
5. The United States alleges that the Defendants have refused to negotiate for the rental of, or otherwise made unavailable or denied housing to persons because of familial status, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of familial status, in violation of 42 U.S.C. § 3604(b); and caused to be made, printed, or published statements or advertisements with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status in violation of 42 U.S.C. § 3604(c).
6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614. Venue is proper under 28 U.S.C. § 1391(b) as the claims alleged herein arose in the Northern District of Ohio.
7. The United States and the Defendants have agreed that in order to avoid protracted and costly litigation, this lawsuit should be resolved without a trial. Therefore, the parties

consent to the entry of this Consent Order, as shown by the signatures below.

**ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

## **II. GENERAL INJUNCTION**

8. The Defendants and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings,<sup>1</sup> 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;
  - b. Discriminating against any person in the terms, conditions, or privileges of the rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status; and
  - c. 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 an intent to make any such preference, limitation, or discrimination, on the basis of familial status.
  
9. The provisions of Sections III, IV, V, VI, and VII of this Order shall apply to the “Subject Properties.” “Subject Properties” is defined as (1) the Linden House Apartments, (2) Newport Square, and (3) any additional dwellings in which Defendants currently have an ownership or management interest; serve(s) as an agent for the

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1. The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b). The provisions of this Section shall not apply to properties that the Defendants own, operate, or manage as Housing for Older Persons, as defined by 42 U.S.C. § 3607(b).

owner(s) of; or from which the Defendant(s) is to receive any portion of the proceeds of the sale or rental thereof as of the date of this Order, and that the Defendants, either as of the date of the entry of this Order or during the term of this Order, operate as Housing for Older Persons, as defined by 42 U.S.C. § 3607(b).<sup>2</sup>

### **III. NONDISCRIMINATION POLICY**

10. Upon entry of this Consent Order, Defendants shall implement the Nondiscrimination Policy appearing at Appendix A at the Subject Properties.
11. Within 15 days of the entry of the Consent Order, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, employees, agents, and anyone acting under the direction of the Defendant(s), who has responsibility for showing, renting, managing, or operating any and all dwelling units at the Subject Properties. Defendants shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under their direction, on an annual basis thereafter.
12. Within 15 days of the entry of this Consent Order, Defendants shall take the following steps at the Subject Properties to notify the public of their Nondiscrimination Policy:
  - a. Prominently post at all rental offices that Defendant(s) currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (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;

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2. Defendants certify that as of the date that they execute this Order, they currently operate one property—Newport Square—as Housing for Older Persons.

- b. Whenever any dwelling unit at any of the Subject Properties is available for rent, the Defendant(s) shall prominently post an easily readable “For Rent” or “Vacancy” sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan “Equal Housing Opportunity” and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable;
- c. 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 as they become available for editing; 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;
- d. 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).<sup>3</sup>

#### IV. TRAINING

13. Within 30 days of the entry of this Consent Order, Defendants shall provide a copy of this Order to their agents and employees involved in showing, renting, managing, or operating any dwelling unit at the Subject Properties. Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order (Appendix B) 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.
14. 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 Properties, 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 (Appendix B) 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.
15. Within 90 days from the date of entry of this Consent Order, Defendants and their managers, agents, and employees at the Subject Properties shall undergo in-person

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3. Defendants are permitted to exclude reference to “familial status” for properties operated as housing for older persons.

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 (Appendix C) and Receipt of Consent Order (Appendix B) .

16. At a minimum, the training required in the preceding paragraph shall consist of the following:
  - a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
  - b. A question and answer session for the purpose of reviewing the foregoing areas.
17. All persons responsible for renting, managing, and/or operating dwelling units at the Subject Properties must receive the fair housing training, described in Section IV of this Consent Order or within 30 days of beginning their work as manager(s), whichever shall occur later.

**V. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR  
SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

18. Within 30 days from the date of entry of this Consent Order, Defendants shall develop and submit to the United States, with respect to Subject Properties, 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 5 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 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.

19. The nondiscriminatory standards and procedures discussed in Paragraph 12, above, shall include the use of the following documents, which Defendants shall update for the Subject Properties 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 is completed, either by the prospective tenant and/or the 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 size of the prospective family that will be residing in the unit, based on the good-faith observation of Defendants or their employees or agents;
  - iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iv. Whether the prospective tenant filled out an application;
  - v. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not shown, an explanation why not; and
  - vi. 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, the 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 apartment;
  - iii. The apartment 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 addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within 30 days, including the date either Defendant or Defendant's 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 complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.
- d. Rental Applications: 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. REPORTING REQUIREMENTS FOR PROPERTIES OPERATED AS HOUSING FOR OLDER PERSONS, OR "HOPA" PROPERTIES**

- 20. The Defendants agree that Linden House Apartments 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 Linden House Apartments as Housing for Older Persons within the time period this Order is in effect. For any other Subject Property that the Defendants operate and that qualifies as Housing for Older Persons, the Defendants agree to the following. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, Defendants shall deliver to counsel for the United States a report containing information about its properties that are designated for residents age 55 and older (“HOPA” properties). These reports shall contain the following information for the prior six-month period:
  - a. An identification of all properties Defendants have designated as 55-and-older at any point during the past six months, including the dates such designation was in effect;
  - b. For each such property, the total number of units and the number which are occupied by at least one person age 55 or older;

- c. A description of how the number of residents age 55 or older was determined, and any supporting materials which document that determination (such as surveys, affidavits, rental applications, etc.);
- d. A copy of the lease form used at the property, as well as any written rules, covenants or policies regarding the age and/or familial status of residents;
- e. A copy of all advertising designed to attract residents to the property;
- f. A copy of all signage posted at the property which refers to the age and/or familial status of residents;
- g. A list of all prospective tenants who were not shown available units or who were shown units but rejected as tenants due to age or familial status;

#### **VII. COMPLIANCE TESTING**

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

#### **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

- 22. Defendants shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events at the Subject Properties:<sup>4</sup>

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4. All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-57-670, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

- 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. Notice of the acquisition of an indirect or direct ownership, financial, or management interest in any dwelling(s) for rent not included in the definition of Subject Properties;
  - c. Proof of notification of the nondiscrimination policy described in Section III, including executed copies of the Acknowledgment forms, appearing at Appendices B and C, and a list of the names and addresses for all tenants to whom the policy was provided; and
  - d. Any written or oral complaint against any of the Defendants, or any of Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, the 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. The 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.
23. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, Defendants shall deliver to counsel for the United

States a report containing information regarding the Subject Properties about their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices B and C;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Section III;
- 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 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 Order;
- e. A list of all rental properties in which Defendants or their members, acquire an ownership or management interest, in whole or in part, during the term of this Order, and that the Defendants operate as Housing for Older Persons, as defined by 42 U.S.C. § 3607(b), including the street address, the number of rental units at each property, and a description of the interest in the property;
- f. Notification of any purchase, inheritance, or acquisition of dwellings to be operated as housing for older persons; and

- g. Any advertisements published in local newspapers pursuant to Paragraph 12.

In addition to the reports required above, the Defendants shall submit a final report to the United States no later than 60 days before the expiration of this Order.

- 24. During the period in which this Consent Order is in effect, Defendants shall preserve all records for the Subject Properties that are the source of, contain, or relate to any of the information pertinent to their obligations under this 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.

#### **IX. MONETARY DAMAGES FOR AGGRIEVED PERSONS**

- 25. Within 120 days of the entry of this Consent Order, Defendants shall deposit in an interest-bearing escrow account the total sum of \$90,000 for the purpose of compensating the aggrieved persons identified in Appendix D as well as any additional persons whom the Court determines may have been harmed by Defendants' discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." In addition, within fifteen (15) days of the establishment of this Fund, Defendants shall submit proof to the United States that this account has been established and the funds deposited.

26. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.
27. The Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 25 above.
28. To the extent that such records have not already been produced to the United States, the Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendants, or their agents or employees, upon notice to counsel for 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.
29. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.
30. Within 180 days from the entry of this Order, the United States shall make a preliminary determination of which persons, not already identified in Appendix D, 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. The 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). The Defendants hereby waive the right to dispute the United States' determinations regarding the currently identified aggrieved persons listed

at Appendix D.

31. After reviewing the Defendants' comments, the United States shall submit its final recommendations, together with a copy of the declarations and any additional information submitted by the 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 for allegedly aggrieved persons, the Defendants shall, within 10 days of the entry of the Court's order, deliver to counsel for the United States, by overnight mail,<sup>5</sup> 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.
32. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.
33. In the event that less than the total amount in the Settlement Fund, including accrued interest, is distributed to alleged aggrieved persons, the Defendants shall, within 45 days of the partial distribution of the Fund, make a proposal, subject to the United States' prior

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5. The overnight mail enclosing the checks shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-57-670, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.

approval, to the Court regarding the distribution of the remainder of the Fund for the purpose of providing fair housing in Cleveland, Ohio. Once an Order concerning the distribution of the remainder of the Fund is entered, the Defendants shall, within 30 days of the entry of such Order, distribute the Fund in a manner consistent with the Order.

34. After the satisfaction of paragraphs 25 - 33, 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 Cleveland, Ohio, and/or the surrounding metropolitan area, with an emphasis on the protection of the rights families with children. Before selecting the qualified organization(s), the 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 the 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).
35. The Defendants shall also require that the qualified organization(s) receiving funds submit to the 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.

#### **X. CIVIL PENALTY**

36. Within 30 days after the entry of this Consent Order, Defendants shall pay a total of

\$10,000 to the United States as a civil penalty, pursuant to 42. U.S.C. § 3614(d)(1)(C).

This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

37. 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.

#### **XI. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS**

38. If at any time while this Consent Order remains in effect, Defendant Linden Apartment Company maintains that its obligations under this Consent Order have terminated or changed because it has sold or transferred all or any portion of one of the Subject Properties to a bona-fide third party purchaser in an arms-length transaction, Defendant Linden Apartment Company shall inform the United States within thirty (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.
39. If any transfer of Defendant Linden Apartment Company's interest in all or any portion of one of the Subject Properties is not an arm's-length transaction, Defendant and the new owner(s) shall remain jointly and severally liable for any violations of this Order for its duration.

## **XII. NON-COMPLIANCE WITH CONSENT ORDER**

40. 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.
41. 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 Order shall be in effect for a period of 3 years from the date of its entry. 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.
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 attorneys’ fees which may have been occasioned by the violation or

failure to perform.

### **XIII. TIME FOR PERFORMANCE**

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

### **XIV. EFFECT ON LITIGATION HOLDS**

44. The parties agree that, as of the date of entry of this 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 Defendants of any record keeping responsibilities imposed by the terms of this Order.

**XV. COSTS OF LITIGATION**

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

Dated: \_\_\_\_\_, 2014

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

*For the United States*

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United States Attorney

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*For Linden House Apartments, LLC*

/s/ Andrew J. Dorman

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*For Zaremba Management Company, LLC.*

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*For Katrina Ivanskis*

/s/ Andrew J. Dorman  
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*Substituting Counsel for Defendants Zaremba Management Company, Katrina Ivinskis, and Linden Apartment Co. I LLC*

**APPENDIX A**

**NONDISCRIMINATION POLICY**

It is the policy of the Linden House Apartments and Zaremba Management Company 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, Linden House Apartments, Zaremba Management Company, and all their 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 because of race or color 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**

I acknowledge that on \_\_\_\_\_, 2014, I was provided copies of the Consent Order entered by the Court in United States v. Zaremba Management Company, Inc., et al, Civil Action No. \_\_\_\_\_ (N.D. Ohio), and the Nondiscrimination Policy adopted by the Defendants 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**

Paulette Sebille

Janan Abdulrafi

Edward Manuel

**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. Zaremba Management Company, Inc., et. al, Civil Action No. \_\_\_\_\_ (N.D. Ohio) as approved by the United States District Court for the Northern District of Ohio, and in consideration for the payment of \$\_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge Linden Apartment Company, LLC, Katrina Ivanskis, and Zaremba Management Company, LLC (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 Defendants' actions or statements related to those claims through the date of the entry of the Consent Order.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

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I waive any claims I may have against the United States, the Department of Justice, or its agents or employees, arising out of this action. This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

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[Signature]

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[Print Name]