

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA)	CIV. NO. 3:14-cv-00129-SMY-SCW
)	
Plaintiff, and)	District Judge Staci M. Yandle
)	Magistrate Judge Stephen C. Williams
LORENZO TOWNSEND, SHANNON)	
FINFROCK, JAMES TIEFFEL, and H.O.P.E.,)	
INC. d/b/a HOPE FAIR HOUSING CENTER)	
)	
Intervenor Plaintiffs,)	
v.)	
)	
LORRAINE WALLSCHLAEGER,)	
BARBARA CRUBAUGH, and)	
DAVID CRUBAUGH,)	
)	
Defendants.)	

CONSENT ORDER

I. INTRODUCTION

1. Plaintiff, United States of America, initiated this action on February 4, 2014, against Defendants Lorraine Wallschlaeger (“Wallschlaeger”), Barbara Crubaugh (“B. Crubaugh”), and David Crubaugh (“D. Crubaugh”) (collectively, “Defendants”), under 42 U.S.C. § 3614(a). In its complaint, the United States alleges that the Defendants violated the Fair Housing Act (“FHA”), as amended, 42 U.S.C. §§ 3601 *et seq.*, by discriminating on the basis of race and familial status in the rental of mobile home lots at the Four Seasons Estates Mobile Home Park (“Four Seasons”) in violation of Sections 804(a), 804(b), and 804(c) of the FHA, as amended, 42 U.S.C. §§ 3604(a), 3604(b), 3604(c). Furthermore, the United States alleges that Defendant D. Crubaugh coerced,

intimidated, threatened, and interfered with the exercise and enjoyment of a right granted by the FHA in violation of Section 818 of the FHA, as amended, 42 U.S.C. § 3617.

2. Lorenzo Townsend, Shannon Finrock, James Tieffel, and HOPE Inc. d/b/a HOPE Fair Housing Center (“HOPE”) (collectively, “Intervenor Plaintiffs”) filed their complaint in intervention against Defendants on December 23, 2014 also alleging that Defendants violated the FHA, as amended, specifically, 42 U.S.C. §§ 3604(a), 3604(b), 3604(c), and 3617.
3. If this case were to proceed to trial, the United States and Intervenor Plaintiffs would present evidence and testimony of the following:
 - a. Four Seasons, a 126-lot mobile home community, is located at 92 Four Seasons in Effingham, Illinois, in the Southern District of Illinois. Individuals with mobile homes may rent a lot at Four Seasons and live there.
 - b. Since at least March 2005, and at all relevant times prior to the filing of this lawsuit, Defendant Wallschlaeger, a resident of Illinois, has owned Four Seasons.
 - c. At all relevant times prior to the filing of this lawsuit, Defendant B. Crubaugh, a resident of Four Seasons, was employed by Defendant Wallschlaeger as the on-site manager and rental agent for Four Seasons, and was authorized to act on her behalf.
 - d. At all relevant times prior to the filing of this lawsuit, Defendant D. Crubaugh, a resident of Four Seasons, assisted Defendant B. Crubaugh with the management of Four Seasons, including meeting with prospective tenants, and was authorized to act on her behalf.

- e. James Tieffel, a white resident of Four Seasons, allowed his niece, Shannon Finfrock, who is white, to move into his mobile home in May 2011. Tieffel also allowed Finfrock's boyfriend, Lorenzo Townsend, who is African American, to move into his mobile home in September 2011. Although Defendant B. Crubaugh permitted Finfrock to be added to Tieffel's lease, she would not permit Townsend to be added. After the Defendants threatened termination of the lease because an unapproved individual (Townsend) was living there, Finfrock and Townsend moved out, and Tieffel later moved out as well.
- f. Tieffel, Finfrock, and Townsend (collectively, "Complainants") contacted HOPE about their experiences at Four Seasons. HOPE, a non-profit organization in West Chicago, Illinois, has as its mission creating greater housing opportunities for all and helping to end housing discrimination. In complaints filed with the U.S. Department of Housing and Urban Development ("HUD") with HOPE's assistance, the Complainants alleged that Defendant B. Crubaugh refused to allow Townsend to be added to Tieffel's lease because of his race while allowing Finfrock to be added, and threatened to evict Tieffel if Townsend and Finfrock did not move out. The Complainants also alleged that during Townsend's two-month stay at Four Seasons, Defendant D. Crubaugh subjected Townsend to racially derogatory comments and harassment. HOPE diverted resources from its educational, outreach and client counseling activities in order to investigate these allegations, help Tieffel, Finfrock, and Townsend file their complaints with

HUD, and bring their allegations to the attention of the Civil Rights Division of the United States Department of Justice (“DOJ”). HUD has stayed its proceedings.

- g. Between April and September 2012, DOJ conducted fair housing testing in which paired individuals with similar characteristics except for race visited the Four Seasons rental office and inquired about the availability of lots for rent. DOJ’s testing revealed that Defendants treated prospective tenants differently based on race by, among other things: requiring African-American home seekers to fill out rental applications in order to be approved for residency, while offering lots to similarly situated white home seekers without requiring them to fill out an application; requiring African-American testers to have their mobile homes inspected by B. Crubaugh before they could move in, but not requiring such inspections for similarly situated white home seekers; telling African-American home seekers that they could not rent lots on Row Four (which Defendants referred to as Senior Citizens Row or Retirement Row) unless they were over 55 but telling similarly situated white home seekers who were under 55 that they could live there as long as they did not have children; and quoting higher estimated move-in costs to African-American testers than to similarly situated white home seekers. Defendant B. Crubaugh also told one of the African-American testers that if she moved in she would be the first African-American resident and that she might have difficulties until people got used to it.

- h. The DOJ's housing testing revealed, and Defendants admitted in their Answer and in discovery, that Defendants also reserved one row of lots at Four Seasons for families without children.
4. The Defendants do not admit liability and expressly deny any liability with respect to the United States' race discrimination claims. Defendants deny that B. Crubaugh refused to allow Townsend to be added to Tieffel's lease because of his race and that they threatened to evict Tieffel if Townsend and Finrock did not move out. Defendant D. Crubaugh denies that he subjected Townsend to racially derogatory comments and harassment.
5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 1345 and 42 U.S.C. § 3614(a). Venue is proper under 28 U.S.C. § 1391(b) as the claims alleged herein arose in the Southern District of Illinois.
6. The parties agree that the claims against the Defendants should be settled and resolved without the necessity of a trial, and that this Consent Order should be entered to resolve all claims of the United States of America and Intervenor Plaintiffs against the Defendants.
7. By their signatures below, the parties hereby consent to the entry of this Consent Order. Therefore, it is **ADJUDGED, ORDERED and DECREED** as follows:

II. GENERAL INJUNCTION

8. The Defendants, their agents, employees, successors, and all persons in active concert or participation with them are hereby enjoined, with respect to the rental of dwellings,¹

from:

- a. Refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of race or familial status;
- 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 race or familial status;
- c. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race or familial status, or an intention to make any such preference, limitation, or discrimination; or
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

9. The provisions of this Section shall apply to all properties that Defendant Wallschlaeger owns and operates as rental dwellings as of the date of this Consent Order (collectively,

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

“Subject Properties”), including Four Seasons, Rainbow Lane Mobile Home Park (9305 N. Second St., Machesney Park, Illinois 61115), and Bill-Mar Heights (4020 11th Street, Rockford, Illinois 61109). Defendant Wallschlaeger represents that she owns or operates no other properties as rental dwellings as of the date of this Consent Order. This Section shall also apply to all rental dwellings in which any Defendant acquires a direct or indirect ownership, management, or other financial interest during the period covered by this Consent Order, as described in Section IX.

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 30 days of the entry of the Consent Order, Defendant Wallschlaeger, or her designee, shall distribute the Nondiscrimination Policy and a copy of a summary of this Consent Order, appearing at **Appendix B**, to all of her current tenants at Four Seasons. Within 30 days of entry of the Consent Order, Defendant Wallschlaeger, or her designee, shall also distribute the Nondiscrimination Policy to all of her current tenants at Rainbow Lane Mobile Home Park and Bill-Mar Heights.
12. Within 30 days of the entry of the Consent Order, Defendant Wallschlaeger, or her designee, shall distribute the Nondiscrimination Policy and a copy of this Consent Order to all of her current employees, agents, and anyone acting under the direction of any of the Defendants who has responsibility for showing, renting, managing, or operating any and all dwelling units at one or more of the Subject Properties and shall secure a signed from each such employee or agent acknowledging that he or she has received, read, and

understands the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about these documents 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 C**.

13. During the term of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, or managing units at one or more of the Subject Properties, Defendant Wallschlaeger, or her designee, shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure the signed statement in the form of **Appendix C** from each such agent or employee.
14. Within 30 days of the entry of this Consent Order, Defendant Wallschlaeger, or her designee, shall take the following steps with respect to the Subject Properties to notify the public of the 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 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 the Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature,

provided that this requirement does not compel the Defendants to advertise in any of these media, but does require compliance with this provision whenever the Defendants so advertise. The words and/or logo shall be prominently placed and easily readable;

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

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

IV. TRAINING

15. Within 90 days from the date of entry of this Consent Order, the Defendants and all managers, agents, and employees at the Subject Properties shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race and familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States. Any expenses associated with this training shall be borne by the Defendants. Each individual who receives the training shall execute the Certification of Completion of Training, appearing at **Appendix D**.

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

16. Within 30 days from the date of entry of this Consent Order, Defendant Wallschlaeger, or her designee, shall develop and submit to the United States, with respect to the Subject Properties, objective, uniform, nondiscriminatory standards and procedures for informing

persons about and showing available dwelling units to prospective tenants. These Nondiscriminatory Standards and Procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within five days of when the United States approves the Nondiscriminatory Standards and Procedures, the Defendants shall implement and prominently display them in any office where there is rental activity at the Subject Properties. The Defendants shall make available a copy of the Nondiscriminatory Standards and Procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, the Nondiscriminatory Standards and Procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.

17. The Nondiscriminatory Standards and Procedures discussed in Paragraph 16, above, shall include the use at the Subject Properties of the following documents, which the Defendants shall update as new information becomes available, and retain for the duration of this Consent Order:

- a. Guest Cards: The Defendants shall ensure that, for each prospective tenant who inquires in person about dwelling units, a Guest Card is completed by the prospective tenant and/or by the Defendants or their employees or agents, 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, and telephone number(s);

- ii. The race of the prospective tenant and the number of children under age 18 that will be residing in the unit, based on the prospective tenant's voluntary statements or the good-faith observation of the Defendants or their employees or agents;
 - iii. The date on which the prospective tenant wishes to move in;
 - iv. Whether the prospective tenant filled out an application or was requested to do so by the Defendants or their employees or agents;
 - v. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each lot and, if not shown, an explanation why not; and
 - vi. The names of all employees/agents who assisted the prospective tenant.
- b. Phone Logs: The Defendants shall ensure that, for all prospective tenants who inquire by telephone about dwelling units, the Defendants and their employees or agents 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, address, and telephone number(s);
 - ii. The date on which the prospective tenant wishes to move in;
 - 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 going to view the dwelling unit(s); and

- v. The names of all employees/agents who assisted the prospective tenant.
- c. Availability List: The Defendants shall ensure that they maintain and timely update an Availability List that includes the lot numbers of all dwelling units known to be available or reasonably expected to be available for rental at the Subject Properties within 30 days, including the date on which either the Defendant(s) or their agents or employees 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. The Defendants, and/or their agents and 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: The Defendants, and/or their agents and 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: If at any point all lots at any of the Subject Properties are occupied, the Defendants, and/or their agents and employees, shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list to fill lots as they become available.

VI. REPORTING, RECORD-KEEPING AND MONITORING

18. The Defendants shall, no later than 30 days after occurrence, provide to the United States notification and documentation of the following events:²
- 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. A list of all rental properties in which any of the Defendants acquires a direct or indirect ownership, management, or other financial interest after the date of entry of this Consent Order, including the nature of each Defendant's interest in the property; the address; the name of the property, if any; the number of rental units; the names and existing leases of any existing tenant(s); and the document memorializing the transfer in interest of the property;
 - c. Proof of notification of the Nondiscrimination Policy described in Section III.
 - d. Any written or oral complaint against any of the Defendants, or any of the 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.

² Defendants will send all reports described in Section VI by overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-25-107, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.

19. 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 the United States a report containing information about their compliance efforts during the preceding reporting period, including but not limited to:
 - a. Executed copies of **Appendices C and D**;
 - 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 Nondiscriminatory Standards and Procedures, pursuant to Sections III and V of this Consent Order;
 - d. Copies of guest cards, availability lists, rental applications, and other information recorded by any means and related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Consent Order; and
 - e. Any rental advertisements published in local newspapers pursuant to Paragraph 14(b).
20. In addition to the notifications and reports required by Paragraphs 18-19 above, the Defendants shall submit a final report to the United States no later than 60 days before the expiration of this Consent Order.
21. During the period in which this Consent Order is in effect, the Defendants shall preserve all records 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 (if applicable), rental applications, leases, and occupancy

lists. Upon reasonable notice to counsel for the 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, the Defendants shall provide copies of such documents.

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

VII. MONETARY DAMAGES FOR INTERVENOR PLAINTIFFS

23. Within 60 days after the entry of this Consent Order, the Defendants shall make a total payment of \$217,500. Specifically, Defendants shall make a payment of \$217,500 in compensation for all damages, attorneys' fees, and costs related to claims brought by Lorenzo Townsend, Shannon Finrock, James Tieffel and Hope Fair Housing Center. The payment described in this Paragraph shall be made out to "Relman, Dane & Colfax PLLC" and sent within sixty (60) days of the effective date of this Order to Relman, Dane & Colfax PLLC, 1225 Nineteenth Street, NW, Suite 600, Washington, D.C. 20036. Relman, Dane & Colfax will distribute monetary payments to Intervenor Plaintiffs once they have executed the consent decree.

VIII. CIVIL PENALTY

24. Within 60 days after the entry of this Consent Order, the Defendants shall pay a total of \$34,000 to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). The payment shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

25. 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.

IX. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS

26. If at any time while this Consent Order remains in effect, Defendant Wallschlaeger maintains that any of her obligations under this Consent Order have terminated or changed because she has sold or transferred all or any portion of one or more of the Subject Properties to a bona-fide third party purchaser in an arms-length transaction, Defendant Wallschlaeger shall inform the United States within 30 days of each 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(s).
27. If any transfer of Defendant Wallschlaeger's interest in all or any portion of one or more of the Subject Properties is not an arm's-length transaction, the Defendants and the new owner(s) shall remain jointly and severally liable for any violations of this Consent Order for its duration.
28. If, at any time during the term of this Consent Order, any Defendant acquires a direct or indirect ownership, management, or other financial interest in any other rental dwelling unit, said unit shall be included among the Subject Properties subject to all relevant provisions of this Consent Order as long as the Consent Order remains in effect. Such Defendant shall notify counsel for the United States within 30 days of acquiring said interest, as described in Section VI.

X. NON-COMPLIANCE WITH CONSENT ORDER

29. By agreeing to entry of this Consent Order, the United States and the Defendants agree that in the event any Defendant engages in any conduct that violates the Fair Housing Act after entry of this Consent Order, 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.
30. 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 four 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.
31. 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.

XI. TIME FOR PERFORMANCE

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

XII. EFFECT ON LITIGATION HOLDS

33. 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.
34. The preceding paragraph does not relieve the Defendants of any record keeping responsibilities imposed by the terms of this Consent Order.

XIII. COSTS OF LITIGATION

35. The United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

XIV. RELEASE

36. In consideration for the parties' agreement to the terms of this Consent Order the Intervenor Plaintiffs, do hereby agree, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the

litigation referenced above, or in any way related to that litigation, up to and including the date of the entry of the Consent Order, that they may have against the Defendants, the United States, the Department of Justice, and their agents, employees, officers, members, heirs, executors, spouses, administrators, successors, insurers, and assigns.

IT IS SO ORDERED, this ____ day of _____, 2015.

United States District Judge

For the United States

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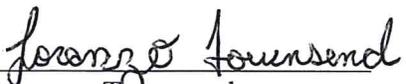
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Shannon Finfrock

James Tieffel

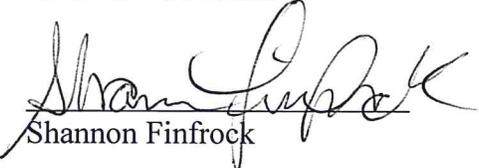
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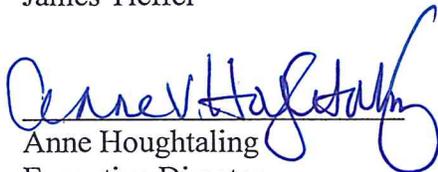
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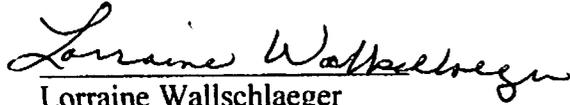
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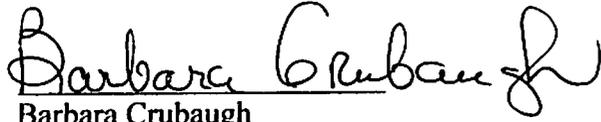
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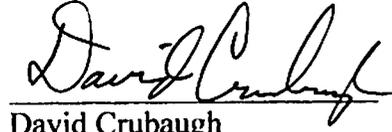
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APPENDIX A

Nondiscrimination Policy

It is the policy of Four Seasons Estate Mobile Home Park, Rainbow Lane Mobile Home Park and Bill-Mar Heights to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that rental lots or other rental dwellings 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, the owners of these properties 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. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex;
- 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; or
- E. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, a right secured by the Fair Housing Act.

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

Summary of Consent Order

In 2014, the United States filed a lawsuit against the owner (Lorraine Wallschlaeger) and staff (Barbara Crubaugh and David Crubaugh) of Four Seasons Mobile Home Park, collectively “Defendants”, under the Fair Housing Act (“FHA”). The FHA is a federal law that prohibits discrimination in the rental and sale of housing on the bases of race, color, religion, national origin, disability, familial status (having children under the age of 18), or sex. The United States’ lawsuit alleged that in 2011 the manager of Four Seasons, Barbara Crubaugh, prohibited an African-American individual from being added to the lease of an existing household at Four Seasons because of his race and that David Crubaugh, the manager’s son, harassed the African-American individual and the family with whom he was living. As a result of this alleged discrimination and harassment, the African-American individual and the family with whom he was living moved out of Four Seasons. They contacted HOPE Fair Housing Center, an organization whose mission it is to expand housing opportunities for all and to end housing discrimination, and HOPE helped them file housing discrimination complaints with the U.S. Department of Housing and Urban Development.

The United States also conducted fair housing testing at Four Seasons, where individuals with similar characteristics except for race visited the Four Seasons rental office and inquired about the availability of lots for rent. The United States’ lawsuit alleged that the testing revealed that Four Seasons treated prospective tenants differently based on race by, among other things:

- Requiring African-American testers to fill out rental applications in order to be approved for residency, while offering lots to white testers without requiring them to fill out an application;
- Requiring African-American testers to have their mobile homes inspected by Ms. Crubaugh before they could move in, but not requiring such inspections for white testers;
- Telling African-American testers that they could not rent lots on Row Four unless they were over 55 but telling white testers who were under 55 that they could live there as long as they did not have children; and
- Quoting higher estimated move-in costs to African-American testers than to white testers.

The United States’ lawsuit included allegations that the Defendants discriminated on the basis of race as a result of its differing treatment of the African-American and white testers. The Defendants deny that they discriminated on the basis of race.

The Fair Housing Act also prohibits discrimination against families with children, which includes policies segregating families with children in, or excluding families with children from, a certain area of the park. The United States lawsuit alleged, and Four Seasons’ owners and staff admitted, that Four Seasons discriminated against families with children by maintaining Row

Four of Four Seasons as “Seniors Row” and not allowing families with children to live on that row.

The parties settled the lawsuit and the settlement takes the form of a Consent Order, which was approved by the Federal District Court for the Southern District of Illinois. The Consent Order requires the Defendants to do several things:

- Defendants must cease all discriminatory policies and practices and comply with the Fair Housing Act.
- Defendants must adopt a nondiscrimination policy at the three mobile home parks they own and/or operate and notify their tenants and the public of the nondiscrimination policy.
- Defendants must undergo fair housing training.
- Defendants must adopt nondiscriminatory procedures for showing and renting lots to prospective tenants.
- Defendants must keep records of their rental activity and regularly report to the United States for a period of four years.
- Defendants are required to pay monetary damages to those harmed by their discriminatory conduct: the African-American individual who was not allowed to register as a resident, the family with whom he was living, and HOPE Fair Housing Center.
- Defendants are required to pay a civil penalty to the United States.

The United States Department of Justice will continue to monitor the Defendants to ensure that they comply with the Fair Housing Act.

APPENDIX C

Employee Acknowledgment of Receipt of Consent Order and Nondiscrimination Policy

I have received a copy of the Consent Order entered in *United States v. Wallschlaeger, et al.*, including a copy of the Nondiscrimination Policy. 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

Property

Date

APPENDIX D

Certification of Completion of Training

On _____, I completed an in-person training on the requirements of the federal Fair Housing Act, 42 U.S.C. §§ 3601-3631, as well as state and local fair housing laws, including the prohibition against discrimination based on race and familial status, in compliance with the Consent Order entered by the United States District Court for the Southern District of Illinois in *United States v. Wallschlaeger, et al.* This training lasted _____ minutes and included instruction on the responsibilities of owners, property managers, and rental agents in ensuring compliance with the fair housing laws.

Signature

Print name

Job Title/Position

Property

Date