

EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 1:20-cv-00502

v.

DARRELL JONES, FATIMA JONES, and
JONES INVESTING, LLC,

Hon. Jane M. Beckering
U.S. District Court Judge

Defendants.

CONSENT DECREE

I. INTRODUCTION

1. This action was filed on June 4, 2020 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,” “FHA,” or “the Act”). In its complaint, the United States alleges that Defendant Darrell Jones, acting as an agent of Defendants Fatima Jones and Jones Investing, LLC, violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings in and around Muskegon, Michigan (“Subject Properties”).¹ The Defendants deny any wrongdoing.

2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

3. Plaintiff United States and Defendants Darrell Jones, Fatima Jones, and Jones Investing, LLC (collectively, “the Parties”) have agreed that the claims against Defendants

¹ A complete and current list of the Subject Properties, provided by Defendants, is incorporated by reference herein and attached to this Consent Decree as Attachment A.

should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Decree (the “Decree”), as shown by the signatures below. Nothing in this Decree shall be deemed to constitute an admission of liability or any wrongdoing on the part of Defendants. This Decree resolves all claims in the Complaint against Defendants. The United States hereby releases any and all claims under the FHA of which it is aware as of the date of its signing of this Decree relating to any Defendant, except that nothing in this Paragraph shall prevent the United States from fulfilling its statutory obligation to commence and maintain an action on behalf of an aggrieved person following a referral from the Department of Housing and Urban Development (“HUD”) under 42 U.S.C. § 3612(o). However, the United States is not currently aware of any pending HUD complaint against Defendants alleging violations of the FHA that could potentially trigger such a referral.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. TERMS AND CONDITIONS

4. Unless otherwise specified herein, the provisions of this Decree apply to any residential rental property that is owned or operated by any of the Defendants, or that is owned or operated by any entity of which any Defendant is an officer, agent, employee, or partner, or in which any Defendant has any ownership, financial, or controlling interest, whether that residential property is currently owned or acquired during the term of this Decree.

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

III. GENERAL INJUNCTION

6. 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 from:

- a. Refusing to rent or sell a dwelling,² 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 renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of sex;
- c. Making, printing, publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the rental of a dwelling unit that states any preference, limitation, or discrimination based on sex; or
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of her or his having exercised or enjoyed, or on account of her or his having aided and encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any person exercising her or his rights under this Decree.

IV. NO CONTACT WITH AGGRIEVED PERSONS

² The term “dwelling” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

7. Defendants shall be permanently prohibited from purposefully or knowingly engaging in contact or communications, either directly or indirectly, with any aggrieved person identified by the United States in this action. To the extent Defendants have a need to contact or communicate with current or prospective tenants about matters related to rental of property, any such contact or communication shall be made by or through the Independent Property Manager or his or her representative. *See* Section V, below.

8. “Contact or communications,” as referred to in Paragraph 7, above, includes, but is not limited to, physical contact, oral communications (either direct or by telephone), e-mails, faxes, written communications, text or instant messages, contacts through social media or electronic applications, or other communications made through third-parties.

9. In the event that any Defendant inadvertently or unintentionally initiates any contact or communications with any aggrieved person, or another person initiates such contact or communications with Defendants, Defendants will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication.

V. RETENTION OF INDEPENDENT PROPERTY MANAGER

10. For the duration of this Decree, with the exceptions noted in Paragraph 17, Defendants are permanently enjoined from entering the premises of any of the Subject Properties and any other residential rental dwelling in which they have or acquire any direct or indirect ownership interest, financial interest, or controlling interest during any active tenancy. This includes, but is not limited to, the dwelling units, communal spaces, yards, parking areas, garages, and leasing offices.

11. For the duration of this Decree, as long as Defendants own, lease, manage, or control the Subject Properties or any residential rental properties, all Property Management Responsibilities must be handled by an Independent Property Manager.

12. The Independent Property Manager role may be filled by more than one individual provided that Defendants provide all names to the United States, as required herein, and designate one individual whose primary role will be to ensure compliance with the terms of the Decree.

13. "Property Management Responsibilities," as referred to herein, include showing of residential renting housing units; processing rental applications; communicating with tenants as part of the selection process; performing or supervising repairs or maintenance; inspecting dwelling units; collecting rent and fees; entering rental units; overseeing any aspect of the rental process or engaging in any other property-related activities that involve, or may involve, personal contact with tenants or prospective tenants. Nothing in this Paragraph prevents Defendants from having ultimate authority over the selection or eviction of tenants, provided that they exercise such authority in a non-discriminatory manner and consistent with all applicable provisions of the Decree. Defendant Fatima Jones will handle the business's bookkeeping.

14. Within seven (7) days of the effective date of this Decree, Defendants will retain an Independent Property Manager, to be approved in writing by the United States, to perform all Property Management Responsibilities as described in Paragraph 13, above, at any residential rental property that Defendants own, lease, or control, including subsequently-acquired properties as set forth in Section V ("current or future rental properties").³ Factors that the United States may consider in making its decision are whether the individual(s) has/have

³ By correspondence dated February 16, 2023, the United States indicated that it does not object to Darrell and Fatima Jones's initial selection of an independent property manager.

experience in managing rental properties and/or has an employment, financial, contractual, personal, or familial relationship with Defendants.

15. If, after retaining an Independent Property Manager, Defendants wish to change the Independent Property Manager for any reason, they shall notify the United States in writing of the name and contact information of the individual or entity twenty-one (21) days prior to the date they intend to discontinue the current arrangement. The United States will have fourteen (14) days from receipt of the notification to object to the proposed Independent Property Manager on the grounds that the individual does not meet the criteria set forth herein. Provided the United States does not object, the new Independent Property Manager's term shall go into effect.

16. Defendants shall, through the Independent Property Manager, do the following in relation to any current or future rental properties:

- a. Include a provision in each lease agreement entered into after the effective date stating that Defendants will not engage in housing discrimination, including sexual harassment and other forms of sex discrimination, as well as discrimination based on race, color, religion, national origin, familial status, or disability.
- b. Provide all current and future tenants a pamphlet that defines sexual harassment in housing, states that it is prohibited by law, and instructs individuals on how to file a complaint.⁴ Defendants shall provide a copy of the pamphlet they intend to use within fourteen (14) days of the effective date, and the United States will have fourteen (14) days from

⁴ A handout found on HUD's portal comports with these terms. *See* https://www.hud.gov/program_offices/fair_housing_equal_opp/outreachtools.

receipt of the pamphlet to object to it. Defendants shall require tenants to certify in writing, as reflected in Attachment D, that they have received the pamphlet. Within fifteen (15) days of the effective date, the Independent Property Manager shall certify in writing to the United States that the pamphlet has been provided to all current tenants and shall provide copies of the tenants' certifications in the form of Attachment D.

- c. Ensure that the Independent Property Manager's employees or representatives who will be performing duties with respect to current or future residential rental properties are familiar with the requirements of the Fair Housing Act, particularly as they pertain to sexual harassment and other forms of sex discrimination (including through the training required by Section VII), and this Decree.
- d. Provide each prospective tenant an "Equal Housing Opportunity" flyer which states that all dwellings are available for rent on a nondiscriminatory basis. An 8.5-inch by 11-inch flyer that comports with 24 C.F.R. Part 110 will satisfy this requirement.⁵
- e. Require that all advertising conducted for any of the current or future residential rental properties in newspapers, telephone directories, radio, television, Internet websites, social media, or other media, and all billboards, signs (including at the properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words "equal housing opportunity provider," and/or the following sentences:

⁵ Defendants may use HUD Form 928, available at: <https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.

“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.

- f. Send to the United States within thirty (30) days of the effective date of this Decree, every six (6) months thereafter for the term of this Decree, and no later than sixty (60) days before expiration of this Decree, a list of all tenants at current or future properties and their addresses.
- g. Maintain copies of all residential rental records kept in relation to rental of current and future residential rental properties and allow the United States to inspect and copy such records upon reasonable notice. Provide any information reasonably related to compliance with this Decree that is requested by the United States. Nothing in this Paragraph will require the Defendants to violate any applicable privacy laws.
- h. Provide all current and future tenants a copy of Attachment D and notify them that Defendants Darrell and Fatima Jones will no longer be directly involved in the management of the property and that all communications concerning their tenancy should be with the Independent Property Manager. Defendants shall require tenants to acknowledge in writing, as reflected in Attachment D, that they are aware of the Decree and were informed of the role of the Independent Property Manager. Within fifteen (15) days of the effective date, the Independent Property Manager shall certify in writing to the United States that Attachment D has been

provided to all current tenants and shall provide copies of the tenants' certifications in the form of Attachment D.

17. If the Independent Property Manager cannot respond in a timely manner to an emergency at any of the Subject Properties, it shall not be a violation of this provision for Defendant Fatima Jones to enter the premises, if necessary, to prevent loss or damage to the property or persons therein.

VI. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES

18. If, between the time the Parties sign this agreement and the expiration date of this Decree entered by the Court, Defendants acquire a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property not listed in Attachment A, such property will be subject to the applicable provisions of this Decree. Within thirty (30) days of acquiring such an interest in a residential rental property, Defendants will notify the United States of the nature of their interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Decree. Defendants will further provide the United States with copies of official documents certifying the transfer in interest of the property.

19. If, prior to the effective date or at any time during the effective period of this Decree, Defendants sell or transfer a Subject Property, or any property covered by Paragraph 18, to a bona fide, independent third-party purchaser in an arms-length transaction, such property will cease to be subject to this Decree. Defendants will inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of official documents certifying the sale or transfer, and contact information for the subsequent purchaser.

VII. EDUCATIONAL PROGRAM

20. Within ninety (90) days of the effective date of this Decree, Defendants and their Independent Property Manager described in Paragraph 10, above, will attend training on the Fair Housing Act, including but not limited to the Act's provisions related to sexual harassment and other forms of sex discrimination, including discriminatory statements prohibited by the Act. The trainer or training entity must be qualified to perform such training, and must be unconnected to Defendants and their counsel. The trainer and training agenda must be approved in advance by the United States. Defendants and their Independent Property Manager shall attend the initial, in-person training by the trainer or training entity, which shall be video-taped for viewing by future employees or agents involved in residential rental activities on behalf of Defendants. Defendants will bear the cost of any expenses associated with this training.

21. Defendants will obtain from the trainer or training entity a separate certificate of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matter covered in the course, and the length of the course and/or time within which the course was completed.

22. All new employees of Defendants, including the Independent Property Manager and his or her employees who are involved in showing, renting, managing or maintaining any residential rental properties owned, managed or operated by Defendants, shall, within thirty (30) days of commencing an employment or agency relationship with any of the Defendants or the Independent Property Manager, be provided the training or view a video recording of the training described in Paragraph 20.

23. Within ten (10) days of the commencement date of any new employee who becomes involved in any way in the operation of Defendants' residential rental business, they

shall be given a copy of this Decree and shall be provided an opportunity to have any related questions answered.

VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

24. Defendants shall provide to the United States notification and documentation of the following events:

- a. Any proposed change to Defendants' nondiscrimination procedures discussed in Paragraph 16;
- b. Any proposed change to the Independent Property Manager, in accordance with Paragraph 15;
- c. Notice of the acquisition of a direct or indirect management, ownership, financial, or controlling interest in any dwelling for rent, subject to Paragraph 18, or transfer of any dwelling, subject to Paragraph 19;
- d. Proof of completion of any training in accordance with Paragraphs 20 and 22, and certificates of attendance at the training described in Paragraph 21 and as reflected in Attachment B, within fifteen (15) days of such training;
- e. Any information indicating that Defendants, or any of their agents or employees, may be in violation of this Decree within fourteen (14) days of such knowledge; and
- f. Any written or oral complaint against Defendants, or any of Defendants' agents or employees, regarding discrimination in housing within ten (10) days of receipt of such complaint by any Defendant or employee or agent of Defendants. With respect to oral complaints, each Defendant, or agent or employee of a Defendant, to whom a complaint is made shall maintain

a log in which they record the name of the complainant; the address, telephone number, and email address, if available, of the complainant; the date the complaint was received; the name of Defendants' employee or agent who received the complaint; the name of Defendants' employee or agent who is the subject of the complaint; the name of the property involved in the complaint; and a general description of the complaint. Defendants shall provide this information to the United States within ten (10) days of receipt of the complaint. If the complaint is written, Defendants shall also provide a copy of the written complaint to the United States. Defendants shall inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

25. Within ninety (90) days of the effective date of this Decree, and every six (6) months thereafter for the duration of this Decree, 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. Certification that procedures for prevention of sexual harassment and other forms of discrimination described in Paragraph 16 have been implemented, or, in reports subsequent to the initial report, that such procedures remain in effect;
- b. A list of all residential rental properties in which Defendants have a direct or indirect management, ownership, financial, or controlling interest;
- c. Copies of any advertisements in the preceding six (6) months, showing the advertisements are published in accordance with Paragraph 16;

- d. Written and sworn verification by Defendants that, during each reporting period, all property management responsibilities at the Subject Properties and any properties listed in response to Paragraph 18 were performed by the Independent Property Manager or their designee, as required by Section V; and
- e. Written and sworn verification by Defendants that, during each reporting period, they did not enter any of the Subject Properties during an active tenancy or engage in direct communications with a tenant. If Defendants have entered a Subject Property during an active tenancy or engaged in direct communications with a tenant, Defendants shall describe the occurrence, including the date, the address of the Subject Property, the name of the tenant, and a description of what occurred and why.
- f. Defendants shall submit a final report to the United States no later than sixty (60) days before the expiration of this Decree.

26. Defendants shall preserve all records that are the source of, contain, or relate in any way to their obligations under this Decree. Upon reasonable notice to counsel for Defendants, Defendants shall permit the United States to inspect and copy all such records at any and all reasonable times.

IX. MONETARY DAMAGES AND OTHER RELIEF FOR AGGRIEVED PERSONS

27. Within one hundred twenty (120) days of the effective date of this Decree (or by April 21, 2023), whichever date is earliest, Defendants shall pay the total sum of **ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000)** for the purpose of

compensating the aggrieved persons identified by the United States (hereinafter “aggrieved persons”).

28. Within thirty (30) days of the effective date of this Decree, the United States shall inform Defendants in writing of its determinations as to which persons are aggrieved and an appropriate amount of damages that should be paid to each.

29. Defendants shall deliver to the United States a separate check payable to each aggrieved person for the designated amount by commercial overnight delivery service (not by the United States Postal Service) to:

Chief
c/o Amie S. Murphy
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
150 M Street NE, 8th Floor
Washington, D.C. 20002
Re: DJ 175-38-81

30. When the United States has received a check from Defendants payable to an aggrieved person and a signed release in the form of Attachment C from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for Defendants. No aggrieved person shall be paid until she has executed and delivered to the United States the release at Attachment C.

31. The damages required to be paid pursuant to this Decree is a debt within the meaning of 11 U.S.C. § 523(a). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

X. CIVIL PENALTY

32. Within one hundred twenty (120) days of the effective date of this Decree, Defendants will pay **TEN THOUSAND DOLLARS (\$10,000)** to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

33. In the event that Defendants, their agents or employees engage in any future violation of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii) and shall be subject to further penalties.

XI. ENFORCEMENT OF CONSENT ORDER

34. This Court shall retain jurisdiction for the duration of this Decree to enforce its terms, after which time this case shall be dismissed with prejudice. This Decree shall be in effect for a period of three (3) years from the date of its entry.

35. The United States may review compliance with this Decree at any time, including through conducting fair housing testing of Defendants and their properties. Defendants agree to cooperate with the United States in any review of compliance. Upon reasonable notice, Defendants will permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Decree.

36. The Parties shall 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 Defendants to comply with any provision of this Decree, or if the interests of justice so require, the United States may move this Court to impose any remedy authorized by law or

equity. Such remedies may include, but are not limited to, the issuance of an order requiring performance of such act or deeming such act to have been performed, and an award of damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

XII. TIME FOR PERFORMANCE AND MODIFICATIONS TO ORDER

37. 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. Any Party may move the Court to extend the term of this Decree for good cause.

XIII. COSTS OF LITIGATION

38. Except as otherwise provided in Paragraph 36, the United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

XIV. TERMINATION OF LITIGATION HOLD

39. The Parties agree that, as of the effective date of this Decree, litigation is not "reasonably foreseeable" concerning the matters described in this Decree. To the extent that any Party has previously implemented a litigation hold to preserve documents, electronically-stored information ("ESI"), or things related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations under this Decree, including, inter alia, Defendants' obligations to preserve documents.

IT IS SO ORDERED this _____ day of _____, 2023.

United States District Judge

FOR THE UNITED STATES OF AMERICA:

Dated: 2-28, 2023

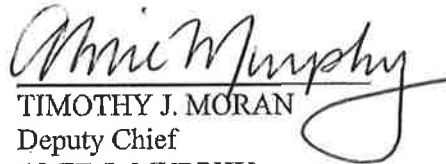
MARK A. TOTTE
United States Attorney
Western District of Michigan

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief




LAURA A. BABINSKY
Assistant United States Attorney
United States Attorney's Office
Western District of Michigan
330 Ionia Avenue, NW, Suite 501
Grand Rapids, MI 49503-2549
Phone: (616) 456-2404
Fax: (616) 456-2510
Email: laura.babinsky@usdoj.gov

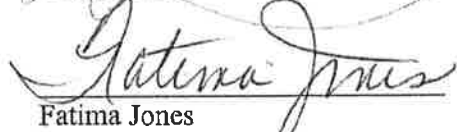


TIMOTHY J. MORAN
Deputy Chief
AMIE S. MURPHY
WILLISTINE TARSHA HARRIS
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue, NW-4CON
Washington, D.C. 20530
Phone: (202) 353-1285
Phone: (202) 616-2677
Fax: (202) 514-1116
Email: amie.murphy2@usdoj.gov
Email: willistine.harris@usdoj.gov

FOR DEFENDANTS:

Dated: 2-28, 2023

By: 
PETER D. BOSCH
Bosch Killman VanderWal, P.C.
2900 East Beltline Avenue, NE, Suite A
Grand Rapids, MI 49525
Phone: (616) 364-2900
Fax: (616) 364-2901
Email: pbosch@bkvpc.com
Attorney for All Defendants


Darrell Jones
Fatima Jones
Jones Investing, LLC

ATTACHMENT A

LIST OF SUBJECT PROPERTIES

1. 829 Ada Avenue, Muskegon, MI
2. 833 Ada Avenue, Muskegon, MI
3. 1449 Clinton Street, Muskegon, MI
4. 1922 Clinton Street, Muskegon, MI
5. 1960 Clinton Street, Muskegon, MI
6. 2179 Continental Street, Muskegon, MI
7. 2846 Continental Street, Muskegon, MI
8. 2856 Continental Drive, Muskegon, MI
9. 222 West Dale Avenue, Muskegon, MI
10. 1875 Dyson Street, Muskegon, MI
11. 1361 Eastgate, Muskegon, MI
12. 2234 Estes Street, Muskegon, MI
13. 821 Evanston Avenue, Muskegon, MI
14. 1095 Fleming Avenue, Muskegon, MI
15. 1161 Fleming Street, Muskegon, MI
16. 32 West Forest, Muskegon, MI
17. 866 East Isabella Avenue, Muskegon, MI
18. 943 East Isabella Avenue, Muskegon, MI
19. 1817 Jefferson Street, Muskegon, MI
20. 901 Kampenga Street, Muskegon, MI
21. 445 Langley Street, Muskegon, MI
22. 3314 Lemuel Street, Muskegon Heights, MI

23. 1885 Manz Street, Muskegon, MI
24. 545 Mulder Street, Muskegon, MI
25. 1507 Park Street, Muskegon, MI
26. 1415 Peck Street, Muskegon, MI
27. 1422 Peck Street, Muskegon, MI
28. 1440 Peck Street, Muskegon, MI
29. 1094 Sanford Street, Muskegon, MI
30. 1447 Terrace Street, Muskegon, MI
31. 1449 Terrace Street, Muskegon, MI
32. 1697 Terrace Street, Muskegon, MI
33. 1711 Terrace Street, Muskegon, MI
34. 1748 5th Street, Muskegon, MI

ATTACHMENT B

CERTIFICATION OF TRAINING AND RECEIPT OF CONSENT DECREE

_____ I attended [an in-person training] [watched a video of training] on the federal Fair Housing Act, which included training on the Act's provisions related to sex discrimination, including sexual harassment, and race discrimination, including discriminatory statements prohibited by the Act. I have had all of my questions concerning these topics answered to my satisfaction.

_____ I have also received a copy of the Consent Decree entered in *United States v. Darrell Jones, et al.*, Civil Action No. 1:20-cv-00502, filed in the United States District Court for the Western District of Michigan, Southern Division. I have read and understand the Consent Decree and had an opportunity to have my questions about the Decree answered. I understand my legal responsibilities under the Consent Decree and will comply with those responsibilities. I further understand that the Court may impose sanctions on the Defendants in the underlying lawsuit if I violate any provision of the Decree.

Name of the course: _____

Date the course was taken: _____

Length of the course (time within which the course was completed): _____

Date: _____

Employee/Agent Name (Print name): _____

Employee/Agent Signature: _____

ATTACHMENT C

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Consent Decree entered into in the case of *United States v. Darrell Jones, et al.*, Civil Action No. 1:20-cv-00502 (W.D.

Mich.), and in consideration for the payment of \$ _____, I,

_____ do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Complaint in this lawsuit that I may have had against the Defendants for any of their actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this _____ day of _____, 202_.

Signature

Print Name

Home Address

City, State & Zip code

ATTACHMENT D

TENANT ACKNOWLEDGEMENT

_____ I have been informed of the Consent Decree entered in *United States v. Darrell Jones, et al.*, Civil Action No. 1:20-cv-00502, filed in the United States District Court for the Western District of Michigan, Southern Division. Although Mr. and Mrs. Jones deny any wrongdoing, as part of the settlement, they will retain an Independent Property Manager and, until the Consent Decree expires, Defendant Darrell Jones shall not enter residential rental property grounds during an active tenancy and Defendant Fatima Jones shall not enter residential rental property grounds during an active tenancy unless there is an emergency.

_____ I understand that until the Consent Decree expires, Defendants Darrell and Fatima Jones should not have any direct communication with me (such as face-to-face interactions, phone calls, text messages, emails, or direct mailings). All payments, maintenance requests, and direct communications concerning my tenancy shall be with the Independent Property Manager.

_____ I received a pamphlet on sexual harassment prevention and complaint procedures.

_____ I received an "Equal Housing Opportunity" flyer.

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Signature: _____