

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,  
Plaintiff,

v.

DAVID FRENCH and PAULA FRENCH,

Defendants.

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Case No. 2:12-cv-15583

HON. JOHN CORBETT O'MEARA

Magistrate Judge Michael J. Hluchaniuk

**CONSENT ORDER**

Plaintiff United States of America, through the United States Attorney's Office for the Eastern District of Michigan, filed a complaint in this action on December 20, 2012, pursuant to 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.* (hereinafter, the "Fair Housing Act" or "Act"), alleging, *inter alia*, that Defendant Paula French made statements indicating a preference to exclude complainants Claire Rembis and William Rembis (collectively, the "Complainants"), and their children, from being able to rent a single-family house owned by her husband, Defendant David French (collectively "Defendants") in Hudson, Michigan, on the basis of race, color, and familial status, in violation of Section 804(c) of the Act, 42 U.S.C. § 3604 (c). Defendants deny the allegations and do not admit any wrongdoing or liability.

The United States brought this complaint following a Determination of Reasonable Cause and Charge of Discrimination that was issued by the Secretary of Housing and Urban Development (the "Secretary"), as well as a timely notice of election filed by the Complainants,

seeking both injunctive relief and monetary damages against Defendants. Since the time of the alleged statements, the Defendants have sold the single-family house in Hudson, Michigan, and currently do not engage in the sale or rental of housing.

**STATEMENT OF AGREEMENT**

The parties agree, in the interest of conserving time and expense, that the controversy outlined above should be resolved without further litigation and therefore have entered into this Consent Order as indicated by the signatures appearing below.

IT IS THEREFORE STIPULATED AND AGREED, by and between plaintiff United States of America and Defendants David French and Paula French, as follows:

**GENERAL INJUNCTION**

1. Defendants, their agents, successors, or assigns, and all other persons in active concert or participation with them, are hereby enjoined from discriminating against any person on the basis of race, color, or familial status in violation of the Fair Housing Act in any aspect of the sale or rental of a dwelling, including making any statement indicating a preference or discrimination based on race, color, or familial status, in violation of 42 U.S.C. § 3604 (c).

**MANDATORY EDUCATION AND TRAINING**

2. Within 90 days of entry of this Consent Order, Defendant Paula French shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race, color, and familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States (which approval shall not be unreasonably withheld), and any expenses associated with this training shall be borne by Defendants. Should Defendants engage in any rental activity after the entry of this Consent

Order, Defendant David French shall also undergo similar in-person training at least 15 days in advance of their first rental vacancy. Defendants shall obtain from the trainer certifications of attendance for each individual receiving the training.

**REPORTING AND RECORD-KEEPING REQUIREMENTS**

3. Defendants shall, no later than 15 days after the training occurs, provide to the United States notification and documentation of the training they have attended pursuant to Paragraphs 2 of this Consent Order, including a certification executed by the trainer(s) confirming attendance.

4. The notification and documentation required to be sent to the United States under this Consent Order should be addressed to the United States Attorney's Office for the Eastern District of Michigan, 211 W. Fort Street, Ste. 2001, Detroit, Michigan 48226, Attn: Susan K. DeClercq, Assistant U.S. Attorney.

5. For the duration of this Consent Order, Defendants shall preserve all records pertaining to their obligations under the Consent Order. Upon reasonable notice to Defendants' counsel, representatives of the United States Attorney's Office for the Eastern District of Michigan shall be permitted to inspect and copy all such records at reasonable times in order to monitor compliance with this Consent Order.

6. During the term of this Consent Order, Defendants shall give counsel for the United States written notice within 15 days of receipt of any written or oral complaint against Defendants, regarding discrimination in housing on the basis of race, color, or familial status and a description of the resolution of any such complaint within 15 days of resolution. If the complaint is written, Defendants shall provide a copy of it with the notice; if the complaint is

oral, it shall include a written summary of it with notice. The notice shall include the full details of the complaint, including the complainant's name, address and telephone number. Defendants shall also promptly provide the United States with all information it may request concerning any such complaint and its actual or attempted resolution.

#### **USE OF ADVERTISEMENTS AND NOTIFICATION**

7. After entry of this Consent Order, should Defendants engage in any rental activity, Defendants shall notify the U.S. Attorney's Office at least 30 days in advance of their first rental vacancy.

8. After entry of this Consent Order, should Defendants engage in any rental activity, Defendants must include the words "Equal Housing Opportunity" and the fair housing logo in all advertising that Defendants conduct, or have conducted on their behalf, for the rental of any property they own, including, but not limited to, print advertisements, *i.e.*, newspapers, magazines, flyers, for rent signs, pamphlets, handouts, telephone directories, brochures, and any other written or promotional literature; as well as in advertising on any website, *i.e.*, Craigslist, and radio, television, or other broadcast media. The words or logo should be prominently placed and easily legible. This requirement does not compel Defendants to advertise in any of the aforementioned media, but does require compliance with this provision whenever Defendants so advertise. For purposes of this requirement, an advertisement is considered to be conducted by Defendants even if the advertisement is actually sponsored by another entity, including any management company Defendants retain for the purposes of renting property they own.

#### **PAYMENT OF MONETARY DAMAGES**

9. Complainants Claire and William Rembis are aggrieved persons, as that term is

defined in Section 802(i) of the Fair Housing Act, 42 U.S.C. § 3602(i). To compensate the Complainants for the harm they have incurred, Defendants shall, within ten (10) days of entry of this Consent Order, deliver to the United States a check in the amount of \$12,500 (twelve thousand five hundred dollars), made payable to “Claire Rembis and William Rembis and Jonathan G. Weber, their Attorney.”

10. Once counsel for the United States has received the check from Defendants pursuant to Paragraph 9, as well as the signed release in the form of Attachment A from the Rembises, counsel for the United States shall deliver the check to Jonathan G. Weber, and the original, signed release to counsel for Defendants. Delivery of the check to Jonathan G. Weber shall constitute full monetary payment due to Claire and William Rembis pursuant to this Consent Order.

**EFFECT OF CONSENT ORDER AND RESERVATION OF RIGHTS**

11. This Consent Order resolves the claims of the United States against Defendants for the violations alleged in the complaint it filed in this action.

12. The United States reserves all legal and equitable remedies available to enforce the provisions of this Agreement and Order, except as expressly stated herein.

**JURISDICTION, VENUE, SCOPE, AND DURATION OF CONSENT ORDER**

13. The parties stipulate and the Court finds that it has subject matter jurisdiction over this action pursuant to 42 U.S.C. § 3612(o) of the Fair Housing Act and 28 U.S. §§ 1331 and 1345. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because the alleged discriminatory conduct took place in this district.

14. The Court shall retain jurisdiction for three (3) years from date of entry of this

Consent Order for the purpose of enforcing the Order's terms, after which time the case shall be dismissed with prejudice. The United States may, however, move the Court to extend the duration of the Consent Order in the interests of justice.

15. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, if the parties are not able to resolve their differences informally, the United States reserves the right to 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.

#### **COST OF LITIGATION**

16. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

#### **INTEGRATION**

17. This Consent Order constitutes the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in the Consent Order and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Order, nor shall it be used in construing the terms of this Consent Order.

#### **SIGNATORIES/SERVICE**

18. The undersigned representatives of Defendants and the United States certify that they are fully authorized to enter into the terms and conditions of this Consent Order and to

execute and legally bind the parties they represent to this document.

19. This Consent Order may be signed in counterpart, and its validity shall not be challenged on that basis.

**IT IS SO ORDERED.**

Date: December 27, 2012

s/John Corbett O'Meara  
United States District Judge

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

**FOR PLAINTIFF UNITED STATES OF AMERICA:**

Dated: December 20, 2012

BARBARA L. McQUADE  
United States Attorney  
Eastern District of Michigan  
211 W. Fort Street, Ste. 2001  
Detroit, Michigan 48226

/s/ Susan K. DeClercq  
SUSAN K. DeCLERCQ  
Assistant U.S. Attorney

**FOR DEFENDANTS DAVID FRENCH AND PAULA FRENCH:**

Dated: December 20, 2012

DANIEL G. LeVAN  
FINKEL WHITEFIELD SELIK  
*Attorneys for Defendants*  
32300 Northwestern Hwy, Ste 200  
Farmington Hills, Michigan 48334-1567

/s/ Daniel G. Levan (w/consent)  
DANIEL G. LeVAN

**Attachment A**

**RELEASE OF CLAIMS**

In consideration of payment of the sum of \$12,500 (twelve thousand five hundred dollars), pursuant to the Consent Order entered in *United States v. David French and Paula French*, Civil Action No. 2:12-cv-15583 (E.D. Mich.), we, CLAIRE REMBIS AND WILLIAM REMBIS, hereby release and forever discharge DAVID FRENCH AND PAULA FRENCH, (collectively, "Defendants"), their agents, successors, or assigns, including KEVIN McCARTY, from all claims or causes of action which we, CLAIRE REMBIS AND WILLIAM REMBIS, our children, our agents, successors, or assigns, ever had, now have, or hereafter ever may have against Defendants, their agents, successors, or assigns, including KEVIN McCARTY, past and present, for, or on account of, the incidents or circumstances giving rise to the above-captioned action.

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CLAIRE REMBIS

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WILLIAM REMBIS

Dated: \_\_\_\_\_, 201\_