

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No:13-01069
)	Hon. Robert J. Jonker
DALE VANDERVENNEN,)	
JACK & LINDA PROPERTIES, LLC ¹ ,)	
DDJ RENTAL REAL ESTATE, LLC,)	
CALCUTTA ASSOCIATES, LLC, and)	
LLJ, LLC,)	
)	
Defendants.)	
_____)	

CONSENT DECREE

I. INTRODUCTION

1. This action was filed by the United States of America to enforce Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), 42 U.S.C. §§ 3601-3631. The United States alleges that Defendant Dale VanderVennen, Calcutta Associates, LLC, DDJ Rental Real Estate, LLC, Jack & Linda Properties, LLC, and LLJ, LLC (collectively, “Defendants”)² have engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing

¹ Former Defendants Jack VanderVennen and Linda VanderVennen have filed an unopposed motion to substitute Jack & Linda Properties, LLC, a Michigan Limited Liability Corporation, as a Defendant on the grounds that the LLC has been the actual owner of certain properties at issue in this litigation for several years. For the reasons stated in that motion, the Court, through the entry of this Decree, hereby grants that motion.

² For purposes of the Decree, unless otherwise specified, “Defendants” or “the Defendants” shall be understood to include all Defendants, and “Owner/Manager Defendants” shall be understood to include only Calcutta Associates, LLC, DDJ Rental Real Estate, LLC, Jack & Linda Properties, LLC, and LLJ, LLC.

Act, and denial to a group of persons of the rights granted by the Fair Housing Act which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

2. The United States alleges that, at least from 2008 through the present, Defendants engaged in a pattern or practice of discrimination on the basis of sex in the rental of dwellings in Grand Rapids, Michigan. Specifically, the United States alleges that Dale VanderVennen, who was employed as a property manager by the Owner/Manager Defendants, has subjected actual and prospective female tenants of rental properties to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment, on multiple occasions. Such conduct has included, but is not limited to:

- a. Making unwelcome sexual comments and unwelcome sexual advances to female tenants or prospective female tenants, including subjecting female tenants to unwanted sexual touching;
- b. Touching himself in a sexual manner in the presence of female tenants;
- c. Entering the residences of female tenants without permission or notice;
- d. Conditioning or offering tangible housing benefits in exchange for sexual acts;
- e. Taking adverse housing actions, or threatening to take such actions, against female tenants or prospective female tenants who have objected to and/or would not continue to grant sexual favors; and
- f. Expressing a preference for female tenants.

3. The United States further alleges that the Owner/Manager Defendants are liable for the discriminatory conduct of Dale VanderVennen.

4. By the actions and statements described above, the United States alleges that Defendants have:

- a. Denied housing or otherwise made a dwelling unavailable because of sex in violation of 42 U.S.C. § 3604(a);
 - b. Discriminated in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b);
 - c. Made statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on sex, in violation of 42 U.S.C. § 3604(c);
and
 - d. Coerced, intimidated, threatened, or interfered with a person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by Section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.
5. The United States alleges that female tenants, prospective tenants, and persons associated with them have been injured by Defendants' discriminatory conduct. Such persons are aggrieved persons as defined in 42 U.S.C. § 3602(i) and have suffered damages as a result of Defendants' conduct.
6. The United States alleges that Defendants' conduct was intentional, willful, and/or taken in reckless disregard for the rights of others.
7. The parties agree that this Court has jurisdiction over this action under 28 U.S.C. § 1331 and 42 U.S.C. § 3614(a).
8. Defendants each have denied the allegations made by the United States against them. This Consent Decree shall not be construed as an admission of liability by any of the Defendants. All parties, however, agree that this consent decree is a fair, reasonable, and

adequate resolution of the claims in this case. The United States and Defendants have agreed that to avoid protracted and costly litigation, this controversy should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Decree.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. SCOPE AND TERM OF THE CONSENT DECREE

9. The provisions of this Consent Decree shall apply to all Defendants and their officers, agents, employees, successors and assigns, and all other persons or entities in active concert or participation with them.

10. 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 control interest, whether that property is currently owned or acquired during the term of this Consent Decree (“Subject Properties”). A complete and current list of the Subject Properties is attached to this Decree as Appendix A.³

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

III. GENERAL INJUNCTION – ALL DEFENDANTS

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

³ The properties listed at numbers 4 to 19 on Appendix A are referred to as “Alger Meadow Apartments.”

- a. Refusing to rent a dwelling unit, refusing or failing to provide or offer information about a dwelling unit, or otherwise making unavailable or denying a dwelling unit 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 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 having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Fair Housing Act.

IV. INJUNCTION CONCERNING DEFENDANT DALE VANDERVENNEN

13. Defendant Dale VanderVennen shall be permanently enjoined from directly or indirectly participating in any property management responsibilities at any of the Subject Properties or at any other residential rental property. For purposes of this Decree, “property management responsibilities” includes showing and renting units; processing rental applications; making, responding to, or supervising repairs or maintenance; setting rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rent; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees; overseeing all aspects of the rental process; and engaging in any other

property management activities that involve, or may involve, personal contact with tenants or prospective tenants.

14. Defendant Dale VanderVennen shall be permanently enjoined from entering the premises at any of the Subject Properties that are part of Alger Meadow Apartments. The Defendants other than Dale VanderVennen shall take all appropriate measures to relieve or otherwise permanently prohibit Defendant Dale VanderVennen from performing the duties and actions described in paragraph 13. Defendant Dale VanderVennen has represented that with the exception of a single family residence located at 312 44th St. SE, Kentwood, MI 49548, a residence at 5877 Ridgebrook Dr. SE, Kentwood, MI 49508, and his interest in the Alger Meadow Apartments, he does not own or otherwise control any residential rental property, individually or through a corporation. Defendant Dale VanderVennen further represents that he has or will shortly sell or otherwise divest himself of all ownerships interests in these residential rental properties, and that he does not intend to own or otherwise control residential rental property in the future. If however within sixty (60) days of the entry of this Decree, Defendant Dale VanderVennen still owns or controls the property located at 312 44th St. SE, Kentwood, MI 49548, 5877 Ridgebrook Dr. SE, Kentwood, MI 49508, any property at the Alger Meadow Apartments, or any other residential rental property, he must retain an approved Independent Manager to manage such propert[ies]. Further, should Defendant Dale VanderVennen come to have any direct or indirect ownership or control of any residential real rental property during the term of the Decree, he shall be required, within no more than fifteen (15) days of acquiring such ownership or control, to retain an independent manager, approved by the United States (hereinafter "Independent Manager") to manage such properties. For the purposes of this Consent Decree, an "Independent Manager" is an individual or entity that is experienced in

managing residential rental properties and in which Defendant Dale VanderVennen, or any corporations or entities of which he is an officer, partner, employee or agent, has no current or past financial, contractual, personal, or familial relationship.

15. If after retaining the Independent Manager, Defendant Dale VanderVennen wishes to change Independent Managers, he may do so, provided that any such subsequent Independent Manager must also be approved in advance by the United States.

16. The Independent Manager shall maintain a place of business other than the personal residences of Defendant Dale VanderVennen and any of the other Defendants. No tenant shall be required to go to any Defendant's personal residence to transact business related to his or her tenancy.

17. Only the Independent Manager shall be authorized to perform any aspect of management of the Dale VanderVennen Properties that are rented or available for rent, including but not limited to showing and renting units; processing rental applications; making, responding to, or supervising repairs; setting rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rent; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees; overseeing all aspects of the rental process; and engaging in any other management activities at the Dale VanderVennen Properties that involve, or may involve, personal contact with tenants or prospective tenants.

18. For as long as Defendant Dale VanderVennen owns or otherwise controls any residential rental properties, the Independent Manager shall be required to do the following:

- a. Ensure that any and all employees who will be performing any duties in relation to the Dale VanderVennen Properties are familiar with the requirements of the

Fair Housing Act, particularly as they pertain to sex discrimination and sexual harassment;

- b. Notify the United States⁴ in the event the Independent Manager obtains any information indicating that Defendant Dale VanderVennen is in violation of this Consent Decree or the Fair Housing Act, including by entering the premises of any Dale VanderVennen Property without first complying with the requirements of paragraph 26, below; and
- c. Maintain and implement non-discrimination policies and procedures that meet the requirements set forth for the properties owned by other Defendants as set forth in Part V of the Decree (paragraphs 21-26).

19. Defendant Dale VanderVennen shall not enter the premises of any of the Dale VanderVennen Properties except upon prior approval by the United States for an inspection with the Independent Manager. The Independent Manager must accompany Defendant Dale VanderVennen to any such inspection and remain physically present on the premises at all times that Defendant Dale VanderVennen is on the premises of the property.

20. No other provision of this Consent Decree should be construed to permit Defendant Dale VanderVennen to engage in any activities or conduct prohibited in Section IV above.

⁴ All documents or other communications required by this Consent Decree 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 175-38-77, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

V. NONDISCRIMINATION POLICY AND PROCEDURES

21. Within sixty (60) days of the effective date of this Consent Decree, Defendants other than Dale Vandervennen (hereinafter the Owner/Management Defendants) shall create and submit, for the United States' approval, a written nondiscrimination policy, including a policy prohibiting sexual harassment of tenants, and a formal grievance procedure. This policy and procedure shall apply to all Subject Properties. The Owner/Manager Defendants shall implement such policy and procedure no later than fifteen (15) days after the United States has indicated its approval and shall notify all new and current tenants at the Subject Properties and all new and current employees and agents about the policy and procedure. The Owner/Management Defendants shall secure a signed statement from each agent or employee of Defendants acknowledging that he or she has received and read the Consent Decree and the nondiscrimination policy, has had the opportunity to have questions about the Consent Decree and nondiscrimination policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the nondiscrimination policy. This statement shall be in the form of Appendix B. During the term of this Consent Decree, if the Owner/Management Defendants wish to modify or alter this policy or procedure, they shall submit any proposed changes to counsel for the United States for review and approval before any such changes may be implemented.

22. Within sixty (60) days of the effective date of this Consent Decree, Defendants shall create and submit for approval to the United States objective, uniform, non-discriminatory standards and procedures for:

- a. Receiving, handling, processing, rejecting, and approving rental inquiries and applications;

- b. Maintaining waiting lists and selecting individuals from the list;
- c. Assigning units to tenants or prospective tenants;
- d. Transferring existing tenants to different units;
- e. Imposing or waiving rents or fees; and
- f. Issuing notices of non-renewal or initiating eviction proceedings.

Such standards and procedures shall include a standard rental application, waiting list, and lease. The standards and procedures shall be posted and prominently displayed in any office where rental activity is conducted and/or where the Owner/Management Defendants, or their agents and employees, have personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a Subject Property. These standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

23. The Owner/Management Defendants shall post and prominently display an 11-inch-by-14-inch fair housing sign, which states that all apartments are available for rent on a nondiscriminatory basis, in a conspicuous and well-lit location in the rental office or other location in which they regularly conduct rental business with tenants or prospective tenants. A poster of the Fair Housing Logo, as published in HUD Form 928.1, will satisfy this requirement.

24. The Owner/Management Defendants shall ensure that all advertising conducted in newspapers, telephone directories, radio, television or other media, and all billboards, signs (including at the entrance to the properties), pamphlets, brochures and other promotional literature, be in compliance with HUD advertising guidelines, formerly codified at 24 C.F.R. § 109 and presently available on the HUD website, www.hud.gov/offices/fheo/library/part109.pdf,

and shall include the fair housing logo and the following text: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, disability, or familial status (having children under the age of 18).” The text shall be in boldface type, using letters of equal or greater size to those of the text in the body of the document.

25. The Owner/Management Defendants shall post their written grievance procedure in a conspicuous and well-lit location in the rental office or other location in which they regularly conduct rental business with tenants or prospective tenants. Defendants (or, at the Dale VanderVennen Properties, the Independent Manager) shall provide this grievance procedure to any person inquiring about rental housing, upon the signing of a lease agreement, upon the renewal of any lease agreement, or upon the receipt of any complaint, whether in writing or made verbally, by a tenant or prospective tenant.

26. The Owner/Management Defendants, and their employees and agents, shall refrain from entering any dwelling unit except when necessary to inspect the unit or make repairs. The Owner/Management, and their employees and agents, shall provide the tenant with at least five days’ written notice of any intent to enter the unit, except in exigent circumstances or when requested by the tenant for repairs or other matters related to their tenancy. Such notice shall explain the reason for such inspection and contain a telephone number that tenants may call to re-schedule the unit inspection or visit. Absent exigent circumstances, the Owner/Management Defendants (and their employees and agents) shall respect all reasonable requests by tenants to re-schedule such visits and shall ensure, to the maximum extent feasible, that tenants have the opportunity to be present for unit inspections or visits.

VI. EDUCATION AND TRAINING

27. Within sixty (60) days of the entry of this Consent Decree, all Defendants other than Dale VanderVennen, and any person involved in showing, renting, managing, or maintaining any dwelling unit at any properties owned, managed, or operated by such Defendants, and any employees or agents who supervise such persons, shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of sex and sexual harassment. The trainer or training entity shall be independent of Defendants, qualified to conduct such training, and approved in advance by the United States. Any expenses associated with this training shall be borne by Defendants. Defendants shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. This confirmation shall include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. At a minimum, the training required shall consist of instruction on the requirements of all applicable federal and state housing discrimination laws, with an emphasis on sexual harassment, and a question and answer session for the purpose of reviewing the foregoing areas.

28. Defendant Dale VanderVennen, and any person involved in showing, renting, managing, or maintaining any dwelling unit at any properties owned, managed, or operated by Defendant Dale VanderVennen, and any employees or agents who supervise such persons, including the Independent Manager, must undergo the training described in paragraph 27, supra, within sixty (60) days of the entry of this Decree if at that time he owns or otherwise controls any residential rental property. Otherwise, Defendant Dale Vandervennen must take such

training within thirty (30) days of his purchase, lease, or assumption of control of any residential rental properties.

29. During the effective period of this Consent Decree, within thirty (30) days of commencing an employment or agency relationship, all new agents or employees of Defendants involved in showing, renting, managing, or maintaining any residential properties owned, operated, or managed by Defendants (including the Independent Manager), and all employees or agents who supervise such persons, shall undergo a training as described in paragraph 27, supra.

VII. RECORD KEEPING

30. During the effect period of this Consent Decree, Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) shall preserve and maintain all records which are the source of, contain, or relate to any information pertinent to their obligations under the Consent Decree, including but not limited to, the following:

- a. A list of all tenants and their telephone numbers;
- b. Rental applications, leases, and other information, recorded by any means, related to any inquiries regarding the availability of units;
- c. Waiting lists;
- d. Rental records, including leases, notices of non-renewal or eviction and correspondence with tenants;
- e. Nondiscrimination policies and grievance procedures;
- f. Tenant rules and regulations;
- g. Rental ledgers;
- h. Any documents related to complaints of discrimination; and
- i. Rental payments or other financial records.

31. Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) shall provide copies of the documents described in this Section or shall permit the United States to inspect and copy these documents upon reasonable notice.

VIII. REPORTING REQUIREMENTS

32. During the effect period of this Consent Decree, Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) shall provide to the United States notification and documentation of the following events, no later than fifteen (15) days after their occurrence:

- a. Any change in Defendants' rules or practices regarding the nondiscrimination policy discussed in section V, above;
- b. Any information indicating that Defendants, or any of their agents or employees, is in violation of this Consent Decree; and
- c. Any complaint, whether written, oral, or in any other form, against Defendants or any of Defendants' agents or employees, regarding discrimination in housing, including sexual harassment. If the complaint is made verbally, Defendants shall maintain a log upon which they record the name of the complainant, the address and telephone number of the complainant, the date the complaint was received; the name of the Defendant employee or agent who received the complaint; the name of the Defendant 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. The notification sent to the United States shall include a copy of the complaint, if the complaint was in writing, or a copy of the complaint log, if the complaint was made verbally; the complainant's name, address, and telephone

number; a description of any actions taken by Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) in response to the complaint; and any documents relevant to the complaint. Defendants shall promptly provide the United States all information it may request concerning any such complaint. Defendants shall also inform the United States, in writing, about the substance of any resolution of the complaint within fifteen (15) days of such resolution.

33. Within ninety (90) days of the effective date of this Consent Decree, Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) shall submit the following records to counsel for the United States, where applicable:

- a. Copies of notification and documentation of the adoption and implementation of the nondiscrimination policy referred to in section V, above, including copies of all Employee Acknowledgement forms;
- b. Copies of all written verifications of the fair housing training conducted pursuant to Section VI above;
- c. A photograph of all the rental offices or other location where rental business is regularly conducted, which verify that the fair housing sign is being displayed as required by the terms enumerated above;
- d. Representative copies of all documents required by paragraphs 20, 25-26, as well as any other materials prepared pursuant to the requirements of the terms enumerated above; and

- e. Written and sworn verification by the Owner/Manager Defendants that Defendant Dale VanderVennen's job duties have been modified or eliminated consistent with paragraphs 13-16 of this Order.

34. Beginning six (6) months after the effective date of this Decree, and every six (6) months thereafter, Defendants (or, for the Dale VanderVennen Properties, the Independent Manager) shall deliver to counsel for the United States any documents required by paragraph 33 to the extent that these documents have not been previously provided.

IX. ACQUISITION OR TRANSFER OF INTEREST IN SUBJECT PROPERTIES

35. If, at any time while this Consent Decree remains in effect, any Defendant acquires a direct or indirect ownership, management, or other financial interest in any other residential rental property, such property shall be considered a Subject Property and shall become subject to the applicable provisions of this Consent Decree. Within thirty (30) days of acquiring such an interest, Defendants shall notify counsel for the United States of the nature of Defendants' 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 the Consent Decree. Defendants shall further provide a copy of the documents memorializing the transfer in interest.

36. If at any time while this Consent Order remains in effect, any Defendant 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,⁵ the Defendant shall inform the United States within

⁵ For purposes of this Consent Decree, "arms-length transaction" is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. Transactions

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.

37. If any transfer of interest in all or a portion of one of the Subject Properties is not an arms-length transaction, the Defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of sections II–VIII and XII–XIII of this Consent Decree for its duration.

38. The Defendant shall remain liable for his or her obligations under sections X and XI of this Consent Decree.

X. MONETARY DAMAGES FOR AGGRIEVED PERSONS

39. Within ninety (90) days of June 2, 2014 Defendants shall deposit in an interest-bearing escrow account the total sum of FIVE HUNDRED AND TEN THOUSAND DOLLARS (\$510,000.00) for the purpose of compensating the aggrieved persons identified in Appendix C as well as any additional persons whom the Court determines may have been harmed by the 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 the Settlement Fund, Defendants shall submit proof to the United States that the account has been established and the funds deposited.

40. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

41. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 39 above.

between corporate entities in which any Defendant, or any person related to any Defendant by blood or marriage, is an officer, agent, employee, or partner, or has any ownership, financial, or control interest shall not be considered an arms-length transaction.

42. Beginning within thirty (30) days of the entry of this Consent Order, Defendants shall publish a Notice to Potential Victims of Housing Discrimination (“Notice”), in the form of the Notice at Appendix D, informing readers of the availability of monetary damages. Each Notice shall set forth a summary of the legal and evidentiary contentions of the United States and a general statement of the relief provided under the Consent Order. Each Notice shall also contain a statement that the United States seeks information from any persons who claim to have been subjected to sexual harassment while a tenant at any of the Subject Properties. Each Notice shall invite such persons to contact counsel for the United States within one hundred and twenty (120) days from the effective date of this Consent Order. The Notice shall be published as follows:

- a. On at least six (6) occasions in the ‘A’ Section (or News Section) of the Grand Rapids Press, including at least three (3) occasions on Sunday, in a space measuring at least one-eighth (1/8) of a page; and
- b. On at least three (3) occasions in the ‘A’ Section (or News Section) of The Advance, in each version of The Advance distributed in the neighborhoods where the Subject Properties are located, in a space measuring at least one-eighth (1/8) of a page.

43. Defendants shall complete the publication of all notices within ninety (90) days from the effective date of this Consent Order. Defendants shall provide a copy of the newspapers containing each such Notice to counsel for the United States within fifteen (15) days after publication of the Notice.

44. Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of 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 or shall permit representatives of the United States to make copies of such rental/tenancy records.

45. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

46. The United States shall investigate the claims of new allegedly aggrieved persons and, within one hundred and eighty (180) days of the entry of this Consent Order, shall make a preliminary determination as to which additional persons are aggrieved and an appropriate amount of damages that should be paid to each aggrieved person. Defendants shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The United States will inform Defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendants hereby waive the right to dispute the United States' determinations regarding the currently identified aggrieved persons identified at Appendix C. With respect to any additional identified aggrieved persons, Defendants shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that they believe may refute the claims.

47. After receiving the Defendants' comments, the United States shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or additional information submitted by Defendants. However, if 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,⁶ checks payable to the aggrieved persons in the amounts approved by the Court.

48. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

49. When counsel for the United States has received a check from the Defendants payable to an aggrieved person and a signed release in the form of Appendix E 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 the Defendants. No aggrieved person shall be paid until she has executed and delivered to counsel for the United States the release at Appendix E.

50. After the satisfaction of paragraphs 39-49, 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 Grand Rapids, Michigan, and/or the surrounding metropolitan area, with an emphasis on the rights of individuals to be free from discrimination on the basis of sex, including sexual harassment. Before selecting the qualified organization(s), 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

⁶ The overnight mail enclosing the checks shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-38-77, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.

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).

51. 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.

52. The damages required to be paid pursuant to this Section is a debt for willful and malicious injury by Defendants of the aggrieved persons within the meaning of title 11 of the United States Code, 11 U.S.C. § 523(a), and willful or malicious injury by Defendants of the aggrieved persons within the meaning of title 11 of the United States Code, 11 U.S.C. § 1328(a).

XI. CIVIL PENALTY

53. Within ninety (90) days after the entry of this Consent Decree, Defendants shall make a payment of FORTY THOUSAND DOLLARS (\$40,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

54. The civil penalty referenced in paragraph 53 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.

XII. DURATION, MODIFICATIONS, AND REMEDIES

55. This Consent Decree shall remain in effect for five (5) years after the date of its entry. The United States may move the Court to extend the period in which this Order is in effect if one or more Defendants violates one or more terms of the Consent Decree or if the interests of justice so require.

56. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties.

57. The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent 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 any Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

58. The parties agree that, as of the effective date of this Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the parties of any other obligations imposed by this Consent Order.

XIII. MISCELLANEOUS

59. The underlying lawsuit by the United States is an action or proceeding by the United States to enforce its police or regulatory power, within the meaning of 11 U.S.C. § 362(b)(4).

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

IT IS SO ORDERED this 19th day of August, 2014.

/s/Robert J. Jonker
ROBERT J. JONKER
UNITED STATES DISTRICT JUDGE

By their signatures below, the parties consent to the entry of this Consent Decree:

Respectfully submitted this 11 day of July, 2014.

For Plaintiff United States of America:

ERIC HOLDER
Attorney General

PATRICK A. MILES, JR.
United States Attorney

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division

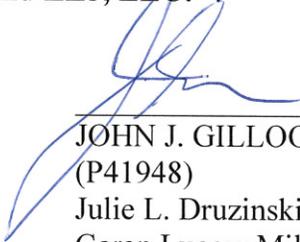
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Attorneys for Plaintiff
United States of America

For Defendants Dale VanderVennen, Jack & Linda Properties, LLC, DDJ Rental Real Estate, LLC, Calcutta Associates, LLC, and LLJ, LLC:

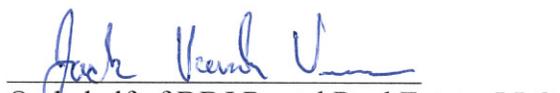

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Counsel for Defendants


Dale VanderVennen


On behalf of Jack & Linda Properties, LLC


On behalf of DDJ Rental Real Estate, LLC


On behalf of Calcutta Associates, LLC


On behalf of LLJ, LLC

Appendix A

[LIST OF ALL PROPERTIES UNDER THE CONTROL OF DEFENDANTS, OR ANY ENTITY OF WHICH THEY ARE AN OFFICER OR PARTNER]

1. 1317 52nd St. SE, Kentwood, MI 49508
2. 2096 76th St. SE, Gaines Township, MI 49316
3. 5138 Kimball Ave. SE, Kentwood, MI 49508
4. 2206 Nelson Ave. SE, Grand Rapids, MI 49507
5. 2216 Nelson Ave. SE, Grand Rapids, MI 49507
6. 2226 Nelson Ave. SE, Grand Rapids, MI 49507
7. 2230 Nelson Ave. SE, Grand Rapids, MI 49507
8. 2244 Nelson Ave. SE, Grand Rapids, MI 49507
9. 2254 Nelson Ave. SE, Grand Rapids, MI 49507
10. 2260 Nelson Ave SE, Grand Rapids, MI 49507
11. 2270 Nelson Ave. SE, Grand Rapids, MI 49507
12. 2278 Nelson Ave. SE, Grand Rapids, MI 49507
13. 1193 Ottillia St. SE, Grand Rapids, MI 49507
14. 1201 Ottillia St. SE, Grand Rapids, MI 49507
15. 1205 Ottillia St. SE, Grand Rapids, MI 49507
16. 1212 Ottillia St. SE, Grand Rapids, MI 49507
17. 1215 Ottillia St. SE, Grand Rapids, MI 49507
18. 1220 Ottillia St. SE, Grand Rapids, MI 49507
19. 1226 Ottillia St. SE, Grand Rapids, MI 49507
20. 5877 Ridgebrook Dr. SE, Kentwood, MI 49508

Appendix B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 201__, I was provided copies of the Consent Decree entered by the Court in United States v. Dale VanderVennen, et al., 1:13-cv-01069 (W.D. Mich.), and the Nondiscrimination Policy required by that Consent Decree. 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

Company/Employer

Home Address

Home Address Continued

Home Telephone Number

Date

Appendix C

1. Latoya Brown
2. Shaneka Chilton
3. Ebony Davis
4. Ashley Harris
5. Cierra Harris
6. Michelle Harris
7. Yolanda Henderson
8. Sonja Lee
9. Bianca McIntosh
10. Jamonica Muhammad
11. Tonya Robinson
12. Johnnie Simmons
13. Anna Swain

Appendix D

NOTICE TO POTENTIAL VICTIMS OF SEXUAL HARASSMENT

OF DALE W. VANDERVENNEN

On _____, 201_, the United States District Court for the Western District of Michigan entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against Dale VanderVennen, Calcutta Associates, LLC, DDJ Rental Real Estate, LLC, Jack & Linda Properties, LLC, and LLJ, LLC. The lawsuit alleged that Dale VanderVennen engaged in a pattern or practice of housing discrimination by sexually harassing women at residential rental properties in Grand Rapids, Michigan, in violation of the Fair Housing Act. The lawsuit also alleged that Calcutta Associates, LLC, DDJ Rental Real Estate, LLC, Jack & Linda Properties, LLC, and LLJ, LLC are responsible for Dale VanderVennen's conduct.

Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants listed above. You may qualify to recover from this Settlement Fund if you were a resident at a property managed by Dale VanderVennen and experienced unwelcome sexual comments, gestures, or offers to trade sex for housing benefits from him.

*If you believe you have been discriminated against because of sex in connection with Alger Meadow Apartments, please contact the United States Department of Justice at:
1-800-896-7743, mailbox XXX.*

*You may also write to:
**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St
Washington, DC 20530
Attn: DJ# 175-38-77***

You must call or write on or before [no more than 120 days after the effective date of the Consent Order] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

Appendix E

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Decree they entered into in the case of United States v. Dale VanderVennen, 1:13-cv-01069 (W.D. Mich.), as approved by the United States District Court for the Western District of Michigan, and in consideration for the payment of \$ _____, I, _____, do hereby fully release and forever discharge Dale VanderVennen, Calcutta Associates, LLC, DDJ Rental Real Estate, LLC, Jack & Linda Properties, LLC (and Jack VanderVennen and Linda VanderVennen in their capacity as members of Jack & Linda Properties, LLC) and LLJ, LLC, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of Dale VanderVennen's actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this _____ day of _____, 2014.

Signature

Print Name

Home Address

Home Address Continued