

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 15-cv-00859-NJR-PMF
	)	
LYLE WILLIAMS, KYLE WILLIAMS,	)	
and DAVID WILLIAMS	)	
	)	
Defendants.	)	
_____	)	

**CONSENT ORDER**

**I. Introduction**

1. The United States initiated this action on August 5, 2015, against Defendants Lyle Williams, Kyle Williams, and David Williams 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, *et seq.* (“FHA”).

2. Defendants Lyle Williams, Kyle Williams, and David Williams (“Defendants”), own Williams Trailer Court (“Subject Property”), a mobile home park located at 200 E. Patrick Street, Marion, IL 62959. Defendant Lyle Williams serves as the manager of the Subject Property and offers mobile homes and mobile home lots at the Subject Property for rent. Those mobile homes and lots are “dwellings” within the meaning of 42 U.S.C. § 3602(b).

3. In 2014, the United States Department of Justice conducted testing to evaluate Defendants’ compliance with the Fair Housing Act. Testing is a simulation of a housing transaction that compares responses give by housing providers to similarly situated

homeseekers with different characteristics to determine whether illegal discrimination is occurring. As set forth below, the testing revealed that Defendant Lyle Williams told African-American prospects that no mobile homes were available to rent and that no homes were available to inspect while telling similarly situated white prospects that one or more mobile homes are available to rent and showing such prospects one or more mobile homes. The testing also revealed that Defendants used a form that contained the words, "This is an adult court" and Defendant Lyle Williams also told prospective tenants that they try to discourage children from living there and try to keep children out of the mobile homes because children run wild and aggravate people.

4. The testing revealed, among other things, the following:

- a. On April 28, 2014, a white tester called the rental office of Williams Trailer Court and asked about the availability of mobile homes for rent. Lyle Williams told her that she should come by "because I don't do much over the phone." He also stated that she could "probably" see something if she visited. On April 30, 2014, an African-American tester visited Williams Trailer Court and inquired about the availability of mobile homes for rent. Lyle Williams told the tester that no mobile homes were available to rent or tour. The next day, a white tester visited. Lyle Williams told him that both a two-bedroom and a three-bedroom mobile home were available, and he was able to tour both units.
- b. On June 23, 2014, a white tester called Williams Trailer Court and inquired about the availability of mobile homes for rent. Lyle Williams informed her that there were no available units, but that she should come over to talk to him because he "[does not] do much over the phone." When asked if she would be

able to see a mobile home if she visited, Lyle Williams responded “possibly, yes.” On June 25, 2014, an African-American tester visited Williams Trailer Court and inquired about the availability of mobile homes for rent. Lyle Williams told the tester that no mobile homes were available to rent or tour. The next day, a white tester visited. Lyle Williams told him that both a two-bedroom and a three-bedroom mobile home were available, and he was able to tour the three-bedroom unit. Additionally, Lyle Williams provided the white tester a rental agreement document that stated, among other things, that “[t]his is an adult court” and that children of single parents could “stay on weekends.”

c. On August 11, 2014, a white tester called Williams Trailer Court and inquired about availability of mobile homes for rent. Lyle Williams told him that “you need to just come by and see me [because] I don’t do much over the phone.” On August 13, 2014, an African-American tester visited Williams Trailer Court and inquired about the availability of mobile homes for rent. Lyle Williams told the tester that no mobile homes were available to rent or tour. The next day, a white tester visited. Lyle Williams told him that both a two-bedroom and a three-bedroom mobile home were available, and he was able to tour both units. Additionally, Lyle Williams told the white tester that Williams Trailer Court “tr[ies] to discourage” kids from living there and “tr[ies] to keep kids out of here” because they “run wild” and “aggravate” people, although he makes exceptions when he knows the family.

d. On September 23, 2014, a white tester visited Williams Trailer Court and inquired about the availability of mobile homes for rent. Lyle Williams told the

tester that both a two-bedroom and a three-bedroom mobile home were available, and he was able to tour both units. Several hours later, an African-American tester visited, but was unable to find an agent. He spoke by phone with Kyle Williams, who told him that a two-bedroom was expected to open up soon, but there were no mobile homes currently available to rent or tour. The African-American tester returned the next day, and Lyle Williams told him that there were no units available to rent or tour. Later that day, a different white tester visited, and he was told that two- and three-bedroom mobile homes were expected to be available soon, although none were available to tour.

5. The United States, in its Complaint, alleges that Defendants have:
  - a. Refused to negotiate for the rental of, or otherwise made unavailable or denied dwellings to persons because of race and familial status, in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);
  - b. Discriminated in the terms, conditions or privileges of, or the provision of services or facilities in connection with, the rental of a dwelling because of race and familial status, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b);
  - c. Caused to be made, printed, or published statements or advertisements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on familial status, in violation of Section 804(c) of the Fair Housing Act, 42 U.S.C. § 3604(c); and

d. Represented, because of race, that dwellings were not available for inspection or rental when such dwellings were in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

6. The parties stipulate that this Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §3614(a).

7. The parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims against Defendants without the necessity of a hearing on the merits and without admission of liability or wrongdoing on the part of Defendants.

**Wherefore, it is ORDERED, ADJUDGED and DECREED:**

## **II. Injunction**

8. Defendants, their agents, employees, successors, and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings,<sup>1</sup> from:

a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or familial status in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a);

b. Discriminating against any person in the terms, conditions or privileges of the sale or rental of a dwelling, or the provision of services or facilities in connection therewith, because of race or familial status, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b);

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<sup>1</sup> The term "dwellings" has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

c. 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, or an intention to make such preference limitation, or discrimination, based on familial status, in violation of Section 804(c) of the Fair Housing Act, 42 U.S.C. § 3604(c); and

d. Representing to any person, because of race, that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available, in violation of Section 804(d) of the Fair Housing Act, 42 U.S.C. § 3604(d).

9. The provisions of this Section shall apply to the Subject Property and all dwellings in which any Defendant acquires a direct or indirect ownership, management, or other financial interest.

### **III. Non-Discrimination Policy and Notice to Public**

10. Upon entry of this Consent Order, Defendants shall implement the Nondiscrimination Policy appearing at **Appendix A** at the Subject Property.

11. Within 15 days of the date of entry of this Consent Order and throughout its term, Defendants shall distribute the Nondiscrimination Policy to all of its current tenants, and in accordance with paragraph 12, to Defendants' employees, agents, and anyone acting under the direction of Defendants, who has responsibility for showing, renting, managing, or operating any dwelling at the Subject Property.

12. Within 15 days of the entry of this Consent Order, Defendants shall take the following steps at the Subject Property to notify the public of the Nondiscrimination Policy:

a. Prominently post at its rental office that is currently or subsequently used for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by

fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;

b. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable; and

c. Include the following phrase in the rental application(s) and the rental agreement(s) used for rental dwelling units or lots 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**

13. Within 15 days of the entry of this Consent Order, Defendants shall provide a copy of this Consent Order to its agents and employees involved in showing, renting, managing, or operating any dwelling unit or lot at the Subject Property. Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read

the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Nondiscrimination Policy. This statement shall be in the form of **Appendix B**.

14. During the term of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, or managing units or lots at the Subject Property, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy (Appendix A), has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of **Appendix B**.

15. Within 90 days from the date of entry of this Consent Order, Defendants and all their partners, principals, owners, agents, and employees associated with the operations of the Subject Property, with the exception of David Williams, 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, and shall last at least two hours. Any expenses associated with this training shall be borne by Defendants. Each individual who receives the training shall execute the Certificate of Training, attached hereto as **Appendix C**.

16. During the term of this Consent Order, all new agents or employees responsible for renting, managing, and/or operating dwelling units or lots at the Subject Property must



receive the fair housing training, described in Paragraph 14, within 60 days of beginning their employment or agency and shall complete **Appendix C**.

**V. Non-discrimination Standards and Procedures**

17. Within 60 days from the date of entry of this Consent Order, Defendants shall develop and submit to the United States, with respect to the Subject Property, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units or lots to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within 5 days of when the United States approves the standards and procedures, Defendants shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants and their agents and employees shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection to the proposed modifications thereto within 30 days. If the United States does not respond or if no objection is made within the time period set forth above, it will be assumed that the United States has no objection to the proposed modification and the Defendants may proceed with the modification.

18. The nondiscriminatory standards and procedures discussed in Paragraph 16, above, shall include the use of the following documents, which Defendants shall update for the Subject Property as new information becomes available, and retain for the duration of this Consent Order:

a. Guest Cards: Defendants shall make every reasonable effort to ensure that all prospective tenants who inquire in person about dwelling units or lot are provided a Guest Card or other similar record and that the Guest Card is completed, either by the prospective tenant and/or by Defendants, that contains:

- i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
- ii. The dwelling size the prospective tenant requests and the date on which the prospective tenant wishes to move;
- iii. Whether the prospective tenant filled out an application;
- iv. Whether the prospective tenant was invited to see available dwelling units or lots, and if not invited, an explanation why not; and
- iv. The names of all employees/agents who assisted the prospective tenant.

b. Phone Logs: Defendants shall make every reasonable effort to ensure that, for all prospective tenants who inquire by telephone about dwelling units or lots, a phone log is maintained that contains the following information:

- i. The date of the prospective tenant's phone call and, when the prospective tenant agrees to provide the information, the prospective tenant's name and telephone number(s);
- ii. The date and time on which the prospective tenant is going to view the dwellings;

- iii. The dwelling size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iv. Whether the prospective tenant was invited to see available dwelling units or lots, and if not invited, an explanation why not; and
  - v. The names of all employees/agents who assisted the prospective tenant.
- c. Availability List: Defendants shall ensure that they maintain and timely update an Availability List that includes the unit or lot numbers and dwelling size known to be available or reasonably expected to be available for rental within 30 days, including the date either the Defendants or Defendants' agent(s) was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants, their agents, and their employees shall share the information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units or lots.
- d. Rental Applications: The Defendants, their agents, and their employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units or lots.
- e. Waiting Lists: Defendants, their agents, and their employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list.

## **VI. Compliance Testing**

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

## **VII. Reporting and Document Retention Requirements**

20. Defendants shall, no later than 30 days after occurrence, provide to the United States notification and documentation of the following events at the Subject Property: <sup>2</sup>

- a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Section III or the nondiscrimination standards and procedures discussed in Section V, above;
- b. Proof of notification of the consent decree and nondiscrimination policy described in Sections III and IV, including executed copies of the Acknowledgment forms, appearing at Appendix B; Certifications of training, appearing at Appendix C, and a list of the names and addresses for all tenants to whom the nondiscrimination policy was provided; and

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<sup>2</sup> All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, ATTN: DJ# 175-25-109, at the following addresses:

Regular U.S. Mail: 950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Overnight Mail: 1800 G Street, N.W.  
Suite 7002  
Washington, D.C. 20006

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

c. Any written or oral complaint against any of Defendants, or the Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, 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. 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.

21. 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 regarding their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices B and C, to the extent not previously provided;
- 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 Nondiscrimination Standards and Procedures, pursuant to Sections III and V of this Consent Order;
- d. Copies of rental applications, guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Consent Order;

- e. Any published advertisements pursuant to Paragraph 11(b).

The final report to the United States shall be submitted no later than 60 days before the expiration of this Order.

22. During the period in which this Consent Order is in effect, Defendants shall preserve all records for the Subject Property 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, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

#### **VIII. Monetary Damages for Aggrieved Persons**

23. Within thirty (30) days of the entry of this Consent Order, Defendants shall deposit in an interest-bearing escrow account the total sum of \$45,000 (forty-five thousand dollars) for the purpose of compensating aggrieved persons whom the Court determines were harmed by the Defendants' discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." Within five days of the establishment of this Fund, Defendants shall submit proof to the United States that this account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

24. Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 23.

25. Within thirty (30) days after the date of this Consent Order, Defendants shall distribute to all tenants of the Subject Property a Notice to Potential Aggrieved Persons

("Notice"), as set out in **Appendix D**, by delivery to each unit or lot. Within ten (10) days after such copies of the Notice have been delivered, Defendants shall provide the United States a signed statement attesting to the fact that it has complied with this provision of Consent Order.

26. Within thirty (30) days of the effective date of this Consent Order, Defendants shall arrange and publish the Notice as follows:

a. The Notice shall be published on at least four (4) occasions in the "News" section of the following publications: The Daily Republican, The Southern Illinoisian. The Notice shall be published in a space measuring at least one-quarter (1/4) of a page.

b. Each Notice shall include the information set forth in Appendix D, and also contain a statement that the United States seeks information from any person who claims to have been subjected to discrimination based on familial status either as a tenant or applicant to the Subject Property and invite such persons to contact counsel for the United States within one hundred twenty (120) days from the effective date of this Consent Decree.

c. Defendants shall provide a copy of the newspapers containing each such Notice to counsel for the United States within ten (10) days of the date of publication of the Notice.

27. To the extent that such records have not already been produced to the United States, Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of the Defendants, or their agents or employees, upon notice to counsel for the Defendants, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Order. Upon reasonable notice, Defendants

shall provide such rental/tenancy records through counsel for Defendants.

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

29. Within 270 days from the entry of this Consent Order, the United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform the Defendants in writing of its determinations, together with a sworn declaration from each newly-identified, allegedly aggrieved person setting forth the factual basis for the claim. Defendants shall have 30 days to review the declaration(s) and provide to the United States any documents or information they believe may refute the claim(s).

30. After reviewing Defendants' comments, the United States shall submit its final recommendations, together with a copy of the declarations and any additional information submitted by Defendants, to the Court. 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, Defendants shall, within 20 days of the entry of the Court's order, deliver to counsel for the United States, by overnight mail, checks payable to the aggrieved persons in the amounts approved by the Court, provided that the United States shall not deliver payment to an aggrieved person pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United States a written release (in the form of **Appendix E**) of all claims, legal or equitable, that he or she might have against Defendants.

31. In no event shall the aggregate of all such checks exceed the sum of the



Settlement Fund plus accrued interest.

32. After the satisfaction of paragraphs 22-30 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 Marion, Illinois, and surrounding area, with an emphasis on the protection of the rights minorities and families with children. 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 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), and Defendants shall distribute such funds within thirty (30) days of the Consent Order consistent with the terms therein

33. Defendants shall also require that the qualified organization(s) receiving funds submit to 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.

#### **IX. Civil Penalty**

34. Within 30 days after the entry of this Consent Order, Defendants shall pay a total of \$30,000 (thirty thousand dollars) 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 by the United States.

35. 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.

**X. Acquisition or Transfer of Interest in Dwellings**

36. If at any time while this Consent Order remains in effect, any Defendant maintains that his obligations under this Consent Order have terminated or changed because he has sold or transferred all or any portion of the Subject Property to a bona-fide third party purchaser in an arm's-length transaction, Defendants shall inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser.

37. If any transfer of any Defendant's interest in the Subject Property is not an arm's-length transaction, that Defendant (or those Defendants, if multiple Defendants have transferred their interests) and the new owner(s) shall remain jointly and severally liable for any violations of this Consent Order for its duration.

**XI. Duration, Modification, and Non-compliance with Consent Order**

38. 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 three 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.

39. By agreeing to entry of this Consent Order, the United States and Defendants agree that in the event any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C.

§ 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily

or through judicial proceedings.

40. 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. Defendants retain the right to object to the entry of an order for the payment of any fees or costs.

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

#### **XII. Effect on Litigation Holds**

42. 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 Order, the party is no longer required to maintain such a litigation hold.

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

#### **XIV. Costs of Litigation**

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

with this litigation.

IT IS SO ORDERED, Dated: August 31, 2015

  
United States District Judge

*For the United States*

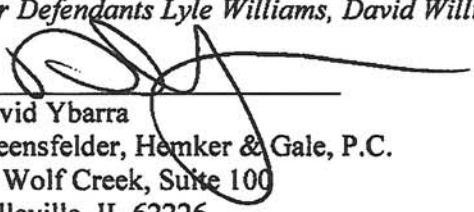
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**APPENDIX A**

**NONDISCRIMINATION POLICY**

It is the policy of Williams Trailer Court to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, Williams Trailer Court, and all its agents and employees with the responsibility for renting, managing, or administering any dwelling units or lots 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; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

**APPENDIX B**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER AND  
NONDISCRIMINATION POLICY**

I acknowledge that on \_\_\_\_\_, 20\_\_, I was provided copies of the Consent Order entered by the Court in *United States v. Lyle Williams, Kyle Williams, and David Williams*, Civil Action No. \_\_\_\_\_ (S.D. Ill.), and the Nondiscrimination Policy adopted by the Williams Trailer Court pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**APPENDIX C**

**EMPLOYEE TRAINING ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_  
minutes of in-person training on the requirements of the Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**APPENDIX D**

**NOTICE TO POTENTIAL AGGRIEVED PERSONS**

On [            ], the United States District Court for the Southern District of Illinois entered a Consent Order resolving a lawsuit brought by the United States against Lyle Williams, Kyle Williams, and David Williams, the owners of Williams Trailer Court in Marion, Illinois. The lawsuit alleged that the owners violated the Fair Housing Act by treating African Americans who visit Williams Trailer Court and inquire about renting a mobile home less favorably than similarly-situated white persons. The lawsuit also alleged that the owners did not allow or discouraged families with children from residing at Williams Trailer Court. The Consent Order requires, among other things, that Defendants not discriminate on the basis of race and make available all mobile homes to families with children.

The Consent Decree also establishes a Settlement Fund to make payments to compensate persons who are victims of this type of alleged discrimination. You may be entitled to a monetary award from the Settlement Fund if you (1) sought to live at Williams Trailer Court; (2) are African American or sought to live with a child under the age of 18; and (3) were denied the opportunity to live at Williams Trailer Court.

If you believe you may be a victim based on the above criteria, or if you have information about someone else whom you believe may qualify, please contact the United States Department of Justice, no later than \_\_\_\_\_, at: 1-800-896-7743 and select menu option

#3. You may also write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
1800 G Street, N.W., Suite 7002



Washington, DC 20006  
Attn: DJ# 175-25-109

Your telephone message or letter must include your name, address, and, if possible, your e-mail address and 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 Order they entered into in the case of *United States v. Lyle Williams, Kyle Williams, and David Williams*, Civil Action No. \_\_\_\_\_ as approved by the United States District Court for the Southern District of Illinois, and in consideration for the payment of \$\_\_\_\_\_ I, \_\_\_\_\_, do hereby fully release and forever discharge Lyle Williams, Kyle Williams, and David Williams (hereinafter "Defendants"), along with their insurers, co-insurers, reinsurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, independent contractors, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of the Defendants' actions or statements related to those claims through the date of the entry of the Consent Order.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]