

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

v.

MOHAMAD HUSSEIN,

Defendant.

Case No. 23-10599

HON. MARK A. GOLDSMITH

CONSENT DECREE

I. INTRODUCTION

1. This action was filed on March 14, 2023, by Plaintiff United States of America to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3631 (“Fair Housing Act” or “FHA”). The United States alleges that Defendant Mohamad Hussein engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the FHA and denied to a group of persons rights granted by the FHA that raise an issue of general public importance, in violation of 42 U.S.C. §§ 3601-3631, including § 3604(a), (b), (c), and § 3617.

2. The United States’ Complaint alleges that Defendant Mohamad Hussein violated the FHA by discriminating against tenants on the basis of sex in the rental of dwellings that he owned and managed, located in and around Dearborn Heights, Michigan. Specifically, the United States alleges that since at least 2013, and as recently as 2020, Mohamad Hussein subjected female tenants to discrimination on the basis of sex, including unwelcome and severe or pervasive sexual harassment, on multiple occasions. Such conduct included, but was not limited to:

- a. Making unwelcome sexual comments and sexual advances;

- b. Demanding that prospective female tenants engage in sex acts with him or send him sexually explicit images of themselves;
 - c. Offering to grant tangible housing benefits – such as paying utility bills, lowering rent, or lowering security deposits – in exchange for sex acts or sexually explicit images; and
 - d. Sending sexually explicit images of himself to prospective tenants.
3. The United States and Defendant Mohamad Hussein (collectively, the “Parties”) agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

4. Defendant Mohamad Hussein denies all allegations against him as set forth by the United States. To avoid the delay, inconvenience, and expense of protracted litigation, the Parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against Defendant through this Consent Decree, without a trial on the merits.

5. This Consent Decree constitutes a full resolution of all claims asserted against Defendant by the United States in this action, and those claims the United States could have asserted under the FHA in this action, as a result of any actions or inactions of Defendant.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. TERMS AND CONDITIONS

6. The provisions of this Consent Decree shall apply to Defendant, his officers, agents, employees, successors and assigns, and all other persons or entities in active concert or participation with him.

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

8. Unless otherwise specified herein, the provisions of this Consent Decree apply to “Covered Properties,” which refers to any residential rental property: (1) that is owned or operated by Defendant; or (2) that is owned or operated by any entity of which Defendant is an officer, agent, employee, or partner; or (3) in which Defendant has any ownership, financial, or controlling interest; whether the residential rental property is currently owned or subsequently acquired during the term of this Consent Decree, including the following properties located in Dearborn Heights, Michigan: 26140 Amherst, 4913 Clippert, 4411 Roosevelt, 4696 Roosevelt, and 4712 Weddell.

III. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the FHA

9. Defendant, his officers, agents, employees, transferees, successors, heirs and assigns, and all other persons or entities in active concert or participation with him, are enjoined, with respect to the rental of dwellings,¹ 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 sex;
- b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex;
- c. Making any statement, oral or written, in connection with the rental of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, based on sex; and

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

- 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 or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any person exercising her or his rights under this Consent Decree.

B. Prohibition Against Contact with Aggrieved Persons²

10. Defendant shall be permanently prohibited from purposefully and knowingly engaging in Contact or Communications, either directly or indirectly, with (a) any person the United States has identified as an Aggrieved Person; (b) any person the United States has identified to Defendant as a potential witness to the unlawful conduct alleged in this lawsuit; and (3) any person whom Defendant knows or believes to be a family member or close relation of any of the Aggrieved Persons.

11. “Contact or Communications,” as referred to in Paragraph 10, above, includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made through third parties.

12. If Defendant inadvertently or unintentionally initiates any Contact or Communication with any individual identified in Paragraph 10 above, or such person initiates such Contact or Communication with Defendant, Defendant will immediately discontinue the Contact or Communication, and take all reasonable steps to avoid any further Contact or Communication.

C. Prohibition Against Management of Rental Properties

13. Defendant is permanently enjoined from directly or indirectly performing any Property Management Responsibilities at any Covered Properties. “Property Management Responsibilities”

² The term “Aggrieved Person” means anyone whom the United States has determined was harmed by Defendant’s discriminatory housing practices.

include the following: showing or renting housing units; processing rental applications; performing or supervising repairs or maintenance; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; collecting rent and fees; entering rental units; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal Contact or Communications with tenants or prospective tenants.

14. Except as provided in Paragraph 20 Defendant is permanently enjoined from entering the premises of any of the Covered Properties after ninety (90) days of the effective date of this Decree. This includes, but is not limited to, the dwelling units, communal spaces, yards, parking areas, and garages.

15. For as long as Defendant owns, leases, manages, or controls any Covered Properties, all Property Management Responsibilities must be handled by an Independent Manager, consistent with Section IV.

IV. RETENTION OF INDEPENDENT PROPERTY MANAGER

16. Within ninety (90) days of the effective date of this Decree, Defendant will retain an Independent Manager, to be approved in advance in writing by the United States, to perform all Property Management Responsibilities as described in Paragraph 13, at the Covered Properties. The United States will not unreasonably withhold approval for Defendant's proposed Independent Manager, if that individual satisfies the requirements of Paragraph 17.

17. An "Independent Manager" is an individual or entity experienced in managing rental properties and who has no current or past employment, financial, contractual, personal, or familial relationship with Defendant.

18. Within one hundred and twenty (120) days of the effective date of this Decree, the Parties will file a joint report with the Court confirming that Defendant retained an Independent

Manager approved by the United States, or otherwise reporting on the status of Defendant's identification and hiring of an Independent Manager.

19. If, after retaining an Independent Manager, Defendant wishes to change the Independent Manager for any reason, he will submit the name of the prospective manager, in writing, to the United States for written approval at least ten (10) days prior to retaining the individual or entity.

20. As set forth in Paragraph 14, Defendant will refrain from entering the premises of any Covered Properties except that he may do so, when accompanied by the Independent Manager, if it is necessary to inspect the property or show it to a prospective buyer and that function cannot be reasonably delegated to an agent.

21. Defendant will do the following through the Independent Manager for any current or future rental properties:

- a. Implement, subject to the United States' approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure will be provided to counsel for the United States within one hundred and twenty (120) days of the effective date of this Decree. This policy and procedure will be implemented within five (5) days of notification from the United States to Defendant that the policy and procedure is satisfactory to the United States. Within fifteen (15) days of the United States' approval, the Independent Manager will distribute a written copy of the policy and procedure to all tenants of the Covered Properties. Defendant will provide the United States with documentation confirming that the Independent Manager distributed the policy and procedure to all tenants in accordance with this Paragraph. If, at any time during the effective period of this Decree, Defendant wishes to amend the policy or procedure, Defendant shall seek approval of any change or amendment to the

policy or procedure from the United States prior to implementation of any amended policy or procedure.

- b. Ensure that the Independent Property Manager's employees or representatives who will be performing duties with respect to the Covered Properties are familiar with the requirements of the FHA, particularly as they pertain to sexual harassment and other forms of sex discrimination (including through the training required by Section VI) and this Decree.
- c. Post an "Equal Housing Opportunity" sign in any rental office or location through which Covered Properties are rented, which indicates that all Covered Properties are available for rent on a nondiscriminatory basis. The signs shall be posted within ninety (90) days of entry of this Decree. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will be placed in a prominent, well-lit location where it is easily readable. Defendant may use HUD Form 928, available at: <https://www.hud.gov/sites/documents/928.1.PDF>.
- d. Require that all advertising conducted for any of the Covered Properties in newspapers, telephone directories, radio, television, Internet websites, social media, or other media, and all billboards, signs (including at the Covered Properties), pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words "equal housing opportunity provider," and/or the following sentence: "We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability." The words or logo will be legible and prominently placed.
- e. Provide any information reasonably related to compliance with this Consent Decree that is requested by the United States.

V. **ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES**

22. If Defendant acquires a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property, such property will be subject to the applicable provisions of this Consent Decree as a Covered Property. Within thirty (30) days of acquiring such an interest, Defendant will notify counsel for the United States of the nature of his interest in the property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Consent Decree. Defendant will further provide the United States with copies of any documents memorializing the transfer in interest of any property acquired after the execution of this Consent Decree.

23. If Defendant sells or transfers his ownership, financial, or controlling interest in a Covered Property, or any property acquired under Paragraph 22, to a Bona Fide, Third-Party Purchaser in an Arms-Length Transaction, such property will cease to be subject to this Consent Decree. For purposes of this Consent Decree, a “Bona Fide, Independent Third-Party Purchaser” is one with whom Defendant has no current or past financial, contractual, personal, or familial relationship. An “Arms-Length Transaction” is one 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. A corporation or entity of which Defendant is an officer, partner, employee, or agent, or in which Defendant has an ownership, financial or controlling interest, is not a “Bona Fide, Independent Third-Party Purchaser,” and any transaction involving such a purchaser will not qualify as an “Arms-Length Transaction.” Defendant remains bound by Sections III (Injunctive Relief), VIII (Monetary Payment), IX (Additional Relief for Aggrieved Persons) and X (Civil Penalty).

24. If Defendant claims that his obligations under this Consent Decree have terminated or changed because he has sold or transferred his interest in a Covered Property to a Bona Fide, Third-

Party Purchaser in an Arms-Length Transaction as defined in Paragraph 23, Defendant will inform the United States within thirty (30) days of such transaction and provide the date of the sale or transfer, copies of the documents memorializing the sale or transfer, and contact information for the subsequent purchaser.

25. If any transfer of interest in all or a portion of any residential rental property by Defendant(s) is not an Arms-Length Transaction as defined in Paragraph 23, Defendant will remain jointly and severally liable, along with the purchaser or transferee, for any violation of this Consent Decree.

VI. EDUCATION AND TRAINING

26. Within one hundred and twenty (120) days of the effective date of this Consent Decree, Defendant, any person involved in performing Property Management Responsibilities at any of the Covered Properties, and any employees or agents who supervise such persons, including the Independent Manager, will attend live training on the requirements of the Fair Housing Act, with specific emphasis on sexual harassment and other types of discrimination based on sex. The trainer or training entity must be independent of the Defendant, of Defendant's counsel, and of any Independent Manager retained under this Consent Decree, qualified to conduct such training, and approved in advance in writing by the United States. Any expenses associated with this training will be borne by Defendant.

27. Defendant will obtain from the trainer or training entity a separate certificate of attendance signed by each individual who attended the training. The certification, included at Attachment A, will 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. Copies of the certification will be provided to counsel for the United States within ten (10) days of completion of the training.

28. All new agents or employees of Defendant, including any new or replaced Independent Manager, or agents or employees of the Independent Manager, who are involved in any Property Management Responsibilities at any of the Covered Properties, and all employees or agents who supervise such persons, will, within thirty (30) days of commencing an employment or agency relationship with Defendant or the Independent Manager, be provided the training described in Paragraph 26, or participate in an online training on the Fair Housing Act, including the Act's provisions related to sexual harassment and other forms of sex discrimination. The online training program must be approved in advance by the United States and shall not be unreasonably withheld. New employees who are provided online training will participate in a live training as described in Paragraph 26, within one (1) year of commencing an employment or agency relationship with Defendant or with the Independent Manager. Defendant will send a copy of the certifications of any training conducted under this paragraph to counsel for the United States within ten (10) days of the training.

29. Within ten (10) days of the effective date of this Consent Decree, all employees and agents of Defendant who are involved in any way in the operation of Defendant's rental business will be given a copy of this Consent Decree and will be provided an opportunity to have any related questions answered.

30. Within ten (10) days of the commencement date of any new employee or agent who becomes involved in any way in performing Property Management Responsibilities at any of the Covered Properties or the operation of Defendant's rental business, the new employee or agent will be given a copy of this Consent Decree and will be provided an opportunity to have any related questions answered.

VII. COMPLIANCE TESTING

31. The United States may take steps to monitor Defendant's compliance with this Consent Decree, including, but not limited to, conducting fair housing tests at any of the Covered Properties.

VIII. MONETARY DAMAGES FOR AGGRIEVED PERSONS

32. Defendant agrees to pay a total sum of one hundred and eighty-five thousand dollars and no cents (\$185,000) to the Aggrieved Persons identified by the United States and listed in Attachment B. Defendant agrees that the determinations of the United States shall be final, and Defendant agrees that he will not seek to interfere with or oppose the United States' determinations regarding the Aggrieved Persons and the appropriate amount of damages to be paid to each Aggrieved Person.

33. Defendant shall, within ten (10) days of the entry of this Consent Decree, deliver by overnight delivery to counsel for the United States a separate cashier's check or money order payable to each Aggrieved Person in the amounts specified in Attachment B.³

34. Counsel for the United States shall obtain a signed release in the form of Attachment C for each Aggrieved Person.

35. When counsel for the United States has received a cashier's check or money order from Defendant payable to an Aggrieved Person and a signed release from the Aggrieved Person, counsel for the United States shall deliver the check to the Aggrieved Person and a copy of the signed release to counsel for the Defendant. No Aggrieved Person shall receive their check until that person has executed and delivered to counsel for the United States the release at Attachment C.

36. The damages required to be paid under this Section are a debt within the meaning of 11 U.S.C. § 523(a)(6). Defendant shall not seek to discharge any part of these debts in bankruptcy.

³ All documents, instruments, and written materials to be sent to the United States as required by this Consent Decree shall be directed to: Assistant U.S. Attorney Michael El-Zein, United States Attorney's Office – 211 W. Fort Street, Suite 2001, Detroit, MI 48226.

IX. ADDITIONAL RELIEF FOR AGGRIEVED PERSONS

37. Within thirty (30) days of the entry of this Consent Decree, Defendant will execute and cooperate fully in the completion and filing of any and all necessary documents to seek to satisfy, release, discharge, and vacate any eviction judgments Defendant initiated or maintained against any and all Aggrieved Persons identified by the United States. Defendant will execute and cooperate fully in the filing of all motions, affidavits, petitions, or other documents that may be required to seek satisfaction, dismissal or vacating of any such eviction judgments.

38. Within thirty (30) days of the entry of this Consent Decree, Defendant will deliver to Counsel for the United States, via overnight mail, a letter in the form of Attachment D for each Aggrieved Person against whom Defendant has filed an eviction action.

39. Within thirty (30) days of the entry of this Consent Decree, Defendant will take all actions necessary to expunge from credit histories any detrimental information they have reported to any of the three major credit bureaus (Equifax, Experian, or TransUnion) with respect to the identified Aggrieved Persons.

40. Defendant will inform the United States within five (5) days after taking any of the actions described in Paragraphs 37 and 39.

41. Defendant will maintain all records relating to the actions taken in accordance with Paragraphs 37 and 39, and will, within thirty (30) days of taking such actions, send to the United States copies of the documents demonstrating compliance with the requirements of those Paragraphs.

42. Defendant, his agents, and affiliated companies will not raise the rent or fees of any property at issue in this Consent Decree, or demand a deposit or other fee, for the purpose of offsetting any of the costs incurred because of this litigation or his compliance with his obligations under this Consent Decree.

X. CIVIL PENALTIES

47. Within thirty (30) days of the effective date of this Consent Decree, Defendant will pay \$5,000 to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) and 28 C.F.R. § 85.5 to vindicate the public interest. This payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

48. The civil penalty payment obligation specified in Paragraph 47 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. Defendant will not seek to discharge any part of this debt in bankruptcy.

XI. RECORD KEEPING REQUIREMENTS

49. Defendant will make good faith efforts to ensure that he and the Independent Manager preserve and maintain all records that are the source of, contain, or relate to any information pertinent to his obligations under the Consent Decree, including, but not limited to, the following:

- a. A list of all tenants, the units in which they live, and their telephone numbers;
- b. Rental records, including leases, maintenance orders, notices of non-renewal or eviction or wrongful occupation, tenant complaints, and correspondence with tenants;
- c. Rental policies and procedures, including the sexual harassment policy referred to in Paragraph 21(a);
- d. Tenant rules and regulations;
- e. Rental ledgers, and any records of payments by tenants;
- f. Any documents related to notifications or complaints of contact or interference by Defendant or anyone on his behalf, or discrimination, harassment, unfair treatment, or

violation of this Consent Decree by Defendant, the Independent Manager, or any of his agents; and

- g. Rental payments, including any abatements in rent, or other financial records.

50. Defendant and the Independent Manager will provide copies of the documents described in this Section to the United States upon request and will permit the United States to inspect and copy these documents upon reasonable notice.

VIII. REPORTING REQUIREMENTS

51. Defendant will, through the Independent Manager, provide to the United States notification and documentation of the following events, no later than fifteen (15) days after their occurrence:

- a. Any information indicating that any person or entity is or may be in violation of this Consent Decree; and
- b. Any complaint in the possession of the Independent Manager, whether written, oral, or in any other form, against Defendant or his agents or employees, regarding contact or interference by Defendant, or discrimination, harassment, unfair treatment, retaliation, or violation of this Consent Decree by Defendant. The Independent Manager will promptly provide the United States all information it may request concerning any such complaint. The Independent Manager will also inform the United States, in writing, about the substance of any resolution of the complaint within fifteen (15) days of such resolution.

52. Within one hundred and twenty (120) days of the effective date of this Decree, and every six (6) months thereafter, Defendant will, through the Independent Manager, deliver to the United States a report containing the following information, except that the final report will be submitted sixty (60) days prior to the expiration of this Consent Decree:

- a. A list of current tenants living at the Covered Properties with a contact telephone number for each tenant;
- b. Any documents required by any provision of this Consent Decree to the extent that these documents have not been previously provided; and
- c. Written verification by Defendant that the Independent Manager has managed the Covered Properties in accordance with the terms of this Consent Decree during the reporting period.

XII. SCOPE, DURATION, AND ENFORCEMENT OF CONSENT DECREE

53. This Consent Decree will be in effect for a period of five (5) years from the date of its entry.

54. The Court will retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case will be dismissed with prejudice. The United States may move the Court to extend the duration of this Consent Decree in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require. Any Party may move the Court to extend the term of this Consent Decree for good cause.

55. The United States and Defendant agrees that in the event Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

56. The Parties will 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 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 that may have been occasioned by the violation or failure to perform.

57. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the Parties. Any other modifications to the provisions of this Decree must be approved by the Court.

XIII. COSTS OF LITIGATION

58. Except as otherwise provided in Paragraph 56, the United States and Defendant will bear his own costs and attorneys' fees associated with this litigation.

XIV. TERMINATION OF LITIGATION HOLD

59. The Parties agree that, as of the effective date of this Consent Decree, 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 Decree.

IT IS SO ORDERED.

Dated: April 8, 2024
Detroit, Michigan

s/Mark A. Goldsmith

MARK A. GOLDSMITH
United States District Judge

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

For the United States of America:

MERRICK B. GARLAND
Attorney General

DAWN N. ISON
United States Attorney
Eastern District of Michigan

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief

s/Michael El-Zein
SHANNON M. ACKENHAUSEN (P83190)
Assistant United States Attorney
Acting Chief, Civil Rights Unit
MICHAEL EL-ZEIN (P79182)
Assistant United States Attorney
United States Attorney's Office
Eastern District of Michigan
211 W. Fort Street, Suite 2001
Phone: (313) 226-9770
michael.el-zein@usdoj.gov

s/ Faiza Majeed
TIMOTHY J. MORAN
Deputy Chief
FAIZA MAJEED (DC Bar No. 1023107)
Trial Attorney
Housing & Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
150 M Street, NE, Suite 8.1120
Washington, DC 20530
Phone: (202) 615-2684
Fax: (202) 514-1116
faiza.majeed@usdoj.gov

For Mohamad Hussein:



Mohammed Abd rabbah (P61989)
Attorney for Defendant
1360 Porter Street, Ste. 250
Dearborn, Michigan 48124
Phone: (313) 879-0355
mabdrabbah@hotmail.com

ATTACHMENT A

CERTIFICATION OF TRAINING AND RECEIPT OF CONSENT DECREE

_____ (please initial) I attended a training on the federal Fair Housing Act, which included training on the Act's provisions related to sex discrimination, including sexual harassment prohibited by the Act. I have had all of my questions concerning these topics answered to my satisfaction.

_____ I have also received a copy of the Consent Order entered in *United States v. Mohamad Hussein*, Case No. 23-10599, filed in the United States District Court for the Eastern District of Michigan. I have read and understand the Consent Decree and had an opportunity to have my questions about the Consent Decree answered. I understand my legal responsibilities under the Consent Decree and will comply with those responsibilities. I further understand that the Court may impose sanctions on the Defendant in the underlying lawsuit if I violate any provision of the Consent Decree.

Name of the course: _____

Date the course was taken: _____

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

Date: _____

Employee/Agent Name (Print name and sign): _____

Employee/ Agent Signature: _____

ATTACHMENT B

Aggrieved Persons

CD: \$40,000

RM: \$40,000

RB: \$17,500

FC: \$17,500

BG: \$17,500

AP: \$17,500

AG: \$17,500

SK: \$17,500

ATTACHMENT C
FULL AND FINAL RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Consent Decree entered in the case of *United States v. Mohamad Hussein.*, Case No. 23-10599, and in consideration for the payment of \$_____, I, _____, do hereby fully release and forever discharge the Defendant named in this lawsuit, as well as his insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims based on the facts alleged in the Complaint in this lawsuit that I may have had against the Defendant for any of his actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this _____ day of _____, 202_.

Signature

Print Name

Home Address

Home Address Continued

ATTACHMENT D

Letter Regarding Forcible Entry and Detainer Actions

[Month] [day], 202[]

Re: [Aggrieved Person's name]

To Whom it May Concern:

On [date of eviction filing], my client, Mohamad Hussein, or someone acting on my client's behalf, filed an eviction proceeding against [Aggrieved Person's name] in Wayne County in the State of Michigan [insert case number]. My client was the owner(s) of the property in [year of rental] and at the time the eviction proceeding was commenced.

On March 14, 2023, the United States of America filed a lawsuit against Mohamad Hussein in the United States District Court for the Eastern District of Michigan alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* As part of the resolution reached in that case, my client was required to take any and all necessary steps to seek satisfaction, dismissal, vacating, or sealing of the eviction action referenced above, and, if necessary, take any and all necessary steps to satisfy and/or vacate any adverse judgement obtained in the eviction action referenced above.

To the extent that negative information exists regarding Ms. [Aggrieved Person's last name]'s rental of [property street address] in [property city or town], Michigan, please disregard it. Such negative information may include, but is not limited to: any judgment obtained in connection with the action referenced above, any information relating to late or missing rent payments, payments with non-sufficient funds, write-offs, collections actions, unpaid or late-paid utility bills; negative statements relating to the condition of the property during or at the end of Ms. [Aggrieved Person's last name]'s tenancy; and any information related to alleged lease violations or damages to the property located at [property street address] during Ms. [Aggrieved Person's last name]'s tenancy.

Sincerely,

[DEFENSE COUNSEL]