

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TANICA LEWIS, Individually and
as next friend of TANIA THOMAS and
TAYLOR LEWIS, minors,

Plaintiffs,

vs.

Case No. 2:07-cv-10757

NORTH END VILLAGE, LDHA, L.P.;
MANAGEMENT SYSTEMS,
INCORPORATED; and JACQUELINE
WATERS,

Hon. Bernard A. Friedman

Referral Judge: Paul J. Komives

Defendants.

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**STIPULATED ORDER OF DISMISSAL AS TO PLAINTIFF TANICA LEWIS,
IN HER INDIVIDUAL CAPACITY**

At a session of said Court, held in
the U.S. Courthouse in Detroit,
Michigan, on __February 25, 2008_____

PRESENT: HON. BERNARD A. FRIEDMAN

THE COURT has been advised that the parties have entered into an agreement to resolve this case, and that the parties have stipulated to the dismissal of Plaintiff Tanica Lewis' individual claims against Defendants, with prejudice and pursuant to a Release and Settlement Agreement, provisions of which include:

- Defendants North End and Management Systems agree that they will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household. Defendants North End and Management Systems further agree that they will not evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.
- Defendants North End and Management Systems agree to adopt and implement the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy" ("Domestic Violence Policy"), attached hereto as Exhibit A, as policy for all the rental properties owned or managed by them for a period of not less than seven years from the date of the entry of this Order. Within ninety days of the entry of this Order,

Defendant Management Systems will distribute the Domestic Violence Policy to all current tenants as an amendment to their lease agreements and any rules and regulations governing the terms and conditions of their tenancies. Defendant Management Systems will also distribute the Domestic Violence Policy to all new tenants upon lease signing and post it in Management Systems, Inc.'s rental office(s), Compliance Office, and each building managed by it with a common hallway.

- North End and Management Systems agree to provide the procedure outlined in the Domestic Violence Policy for early lease termination and/or relocation to qualified tenants at North End who face danger due to the threat of or actual domestic violence, dating violence, sexual assault, or stalking for a period of not less than seven years from the date of the entry of this Order. With respect to all other properties managed by Management Systems, Management Systems agrees, subject to the property owner's review, acceptance and approval of the Domestic Violence Policy's early lease termination and relocation provisions, to provide the procedure outlined in the Domestic Violence Policy for early lease termination and/or relocation to qualified tenants who face danger due to the threat of or actual domestic violence, dating violence, sexual assault, or stalking for a period of not less than seven years from the date of the entry of this Order. For such purpose, North End and Management Systems will have available the "Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Request for Relocation and Early Lease Termination Form," attached hereto as Exhibit B. For a period of seven years from the date of the entry of this Order, Management Systems will maintain copies of all request forms and supporting documentation filed by tenants and responses provided by

Management Systems, Inc., at the Management Systems Corporate Office, and upon reasonable request (not more frequently than yearly), shall provide these copies to the ACLU Women's Rights Project or the ACLU of Michigan.

- As outlined in the Domestic Violence Policy, Management Systems agrees to accept complaints regarding any alleged violation of the Domestic Violence Policy and to respond within 30 days. For such purpose, Management Systems will provide to rental applicants and tenants, upon request, the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy Complaint Form," attached hereto as Exhibit C. Management Systems further agrees to include the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy Disclosure to Applicant," attached hereto as Exhibit D, in all rental applications it distributes to applicants for all of the properties it manages for a period of seven years from the date of the entry of this Order. Notwithstanding the adoption of the Domestic Violence Policy, Defendants are not required to change existing, government-mandated application processes or procedures for rental applicants. For a period of seven years from the date of entry of this Order, Management Systems will maintain copies of all complaint forms and supporting documentation filed by applicants and tenants and responses provided by Defendants in a Complaint file at Management Systems' Corporate Office, and, upon reasonable request (not more frequently than yearly), shall provide copies to the ACLU Women's Rights Project or the ACLU of Michigan.
- Defendant Management Systems agrees to adopt and implement the "Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy – Amendment to Employee Manual" ("Employee Manual Amendment"), attached hereto as Exhibit E,

as policy governing all of its employees working at all rental properties owned or managed by them, for a period of not less than seven (7) years from the date of the entry of this Order. Within thirty (30) days of the entry of this Order, Defendant Management Systems will distribute the Employee Manual Amendment and Domestic Violence Policy to all current employees, require a signing of acknowledgement, and place the signed Employee Manual Amendment in the corresponding employee's personnel file. Defendant Management Systems will also distribute the Employee Manual Amendment and Domestic Violence Policy to all new employees, require a signature of acknowledgement, and place the signed Employee Manual Amendment in the corresponding employee's personnel file. The Employee Manual Amendment will be included in all versions of any employee manual used by the Defendants for the next seven years.

- Within four months of the entry of this Order, counsel for Defendants shall report to counsel for Plaintiffs, in accordance with the Release and Settlement Agreement, regarding Defendants' compliance with the above, identify the contact person(s) to whom counsel for Plaintiffs should address any requests pursuant to the above, and provide a list of the properties that have adopted the Domestic Violence Policy with the early lease termination and relocation provisions.

The Court deems it appropriate that a dismissal with prejudice be entered, and being otherwise fully advised in the premises, orders as follows:

IT IS HEREBY ORDERED that all claims asserted by Plaintiff Tanica Lewis, individually, in her Complaint against Defendants North End Village, LDHA, L.P.,

Management Systems, Incorporated and Jacqueline Waters are hereby dismissed with prejudice and without costs to any party other than what is set forth in the Release and Settlement Agreement. This Order does not dismiss any claims brought by Tanica Lewis as next friend to Tania Thomas and Taylor Lewis, minors.

____s/Bernard A. Friedman _____
HON. BERNARD A. FRIEDMAN
U.S. District Court Judge

STIPULATED AND AGREED TO:

/s/ Sandra S. Park _____

Sandra S. Park

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Lenora M. Lapidus

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Attorneys for Defendants

EXHIBIT A

DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY

AMENDMENT TO LEASE AGREEMENT AND RULES & REGULATIONS

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted the following DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING POLICY:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Subject to the property owner's review, adoption and approval of this policy, Management Systems, Inc. will offer tenants covered by this policy the following two options if requested by the affected tenant: early lease termination and early lease termination/relocation. Tenant is solely responsible to initiate such requests, complete and return all requested forms to Management Systems, Inc., and comply with the other requirements of Management Systems, Inc. and this policy. The tenant shall be solely responsible for all the tenant's costs and expenses in exercising the early lease termination or the early lease termination and relocation option and all moving costs and expenses. The tenant's request to exercise one of these options does not affect the tenant's duties, responsibilities or obligations under the lease. The exercise of one of these options does not relieve the tenant of any obligation under the lease, if applicable, to return the leased premises in the same condition in which they were let subject to ordinary wear and tear.

1) Early lease termination

If a tenant is facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking, and the tenant would like to move out of his or her property, Management Systems, Inc. will allow the tenant to terminate the lease early if the tenant submits a written request to vacate, has a positive rental account balance, and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. (For a Section 42 Low Income Housing Tax Credit property, when the requested early lease termination date is within the first six months of the tenant's initial lease term, Management Systems, on a case-by-case basis, may grant early lease termination as of the requested date or approve an early lease termination date set at six months after the initial lease term began.) Sufficient evidence for early lease termination may be provided to Management Systems, Inc. in any of the following ways: a police record, court record, or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy. In addition, Management Systems, Inc. retains the discretion to permit early lease termination in the absence of such documentation. Tenant must surrender possession and return any mail box and other keys to premises on or before the effective date of the early lease termination.

2) Early Lease Termination/Relocation

Management Systems, Inc. will provide tenants facing danger due to threat of or actual domestic violence, dating violence, sexual assault, or stalking the opportunity to relocate out of the tenant's existing community into another community managed by Management Systems, Inc. if the tenant has a positive rental account balance and provides sufficient evidence of threatened or actual domestic violence, dating violence, sexual assault, or stalking. Sufficient evidence for relocation purposes may be provided to Management Systems, Inc., in the form of a temporary or final Personal Protection Order against the alleged perpetrator. In addition, Management Systems, Inc. retains the discretion to grant relocation requests in the absence of such documentation. In cases where court order permits

EXHIBIT A

the perpetrator to occupy the apartment managed by Management Systems, relocation will not be granted.

Upon tenant's request for an early lease termination/relocation, Management Systems, Inc. will make available to tenant a Relocation Request Form and a Management Systems, Inc. property list within seven (7) days of tenant's request. Tenant is solely responsible to find and select a desired property from the property list and complete the application and provide current eligibility information to Management Systems, Inc. Tenant will only be relocated if an eligible unit is available.

Management Systems, Inc. will process the tenant's application and Relocation Request Form and determine eligibility based on the tenant's submission of required documentation. Tenant must income qualify to be relocated to another property.

The Relocation Request form shall remain in effect for a period of 90 days. If the tenant would like to renew the relocation request at the end of each 90-day period, the tenant must indicate that the tenant continues to face the threat of or actual domestic violence, dating violence, sexual assault, or stalking. A tenant's relocation request shall remain in effect regardless of the expiration of the Personal Protection Order during or following the 90-day period.

Upon relocation, the tenant must complete a new lease for the unit to which he or she has been relocated and will not be liable for any remainder of the lease term for the previous property. The alleged perpetrator will not be listed on the new lease and Management Systems, Inc. will be entitled to take action against the alleged perpetrator should he or she follow tenant to new property. Eligible tenants will be entitled to up to two (2) early lease termination/relocations.

A tenant may request and receive both early lease termination and early lease termination/relocation. A Request Form is available through the rental office.

If a tenant or household member reports to Management Systems, Inc. that she or he is a victim of domestic violence, dating violence, sexual assault, or stalking, or otherwise seeks assistance under this policy, Management Systems, Inc. may inform others to the extent it deems reasonably necessary to protect the tenant or others and to comply with this policy, applicable law, and court order. Nothing in this policy is intended to prevent Management Systems, Inc. from contacting the appropriate authorities if Management Systems, Inc. reasonably believes the safety of tenants and/or the residential property is at risk, but Management Systems, Inc. will not intentionally notify the alleged perpetrator. Where practicable, Management Systems, Inc. may provide prior notice to the tenant or household member that it intends to contact the authorities about matters relating to domestic violence, dating violence, sexual assault, or stalking he/she has experienced.

Management Systems, Inc. may seek restitution (not excluding prosecution) for property damage(s) from the tenant, if applicable, if damage is caused by the tenant, member of tenant's household, guest, or person under tenant's control pursuant to the terms of the lease, or from the alleged perpetrator and secure tenant's cooperation through subpoena.

Rental applicants and tenants shall have the right to report any alleged violation of this policy to the Compliance Department for Management Systems, Inc. and shall be provided with a complaint form maintained by the Department. The Compliance Department shall investigate the complaint, maintain a documented log and report its findings to the complaining individual within thirty days of the filing of the form. Every filed complaint form, along with the Compliance Department's response, will be maintained for 7 years in a Complaint File at the Management Systems, Inc. Corporate Office.

If you are a victim of domestic violence and you would like help addressing your situation, you may contact the National Domestic Violence Hotline: 1-800-799-SAFE (7233). If you are a victim of sexual assault, you may contact the National Sexual Assault Hotline: 1-800-656-HOPE (4673).

EXHIBIT A

The Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy shall be posted in Management Systems, Inc. rental office(s), Compliance Office, and each building with a common hallway managed by Management Systems, Inc., distributed to all current tenants of properties managed by Management Systems, Inc., within 90 days, and given to each new tenant upon signing of a lease.

- * I understand that, should the content of this policy be changed in any way, Management Systems, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- * I understand that my signature below indicates that I have read and understand the above statements and have received a copy of this Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy.

Address: _____

Tenant Signature: _____ Date: _____

Co-Tenant Signature: _____ Date: _____

Witness by Agent Representative: _____ Date: _____

EXHIBIT B

**MANAGEMENT SYSTEMS, INC. - VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING
REQUEST FOR RELOCATION AND EARLY LEASE TERMINATION FORM**

Apartment # _____ Property Name: _____

Address: _____

Resident(s) Name: _____ Date of Request: _____

Alleged Perpetrator's Name (if known): _____

Residence Address: _____

Driver's License #: _____ Date of Birth: _____

Employer's Name and Address: _____

Relation to Resident (if any): _____

Residing in same apartment? Yes ___ No ___ Listed as tenant on lease? Yes ___ No ___

I am requesting (check all that apply):

_____ early lease termination, effective this date _____ (for Section 42 housing, subject to Policy provisions) and terminating the tenancy of myself and (if applicable) _____.

I will surrender possession and return mail box and other keys by the date above. I will be responsible for all my costs and expenses related to the early lease termination and move. This request does not affect my other duties, responsibilities or obligations under my lease.

Please attach a police record, court record (for example, a temporary or final Personal Protection Order), or a statement from a victim services provider, attorney, medical professional, social worker, or member of the clergy (see page 3 for sample form) indicating that you have experienced domestic violence, dating violence, sexual assault, or stalking, or have been threatened with domestic violence, dating violence, sexual assault, or stalking. While the request form will be accepted without any of these documents, Management Systems, Inc. generally will not approve the early lease termination request until one of these documents is provided.

_____ early lease termination and relocation to a different apartment managed by Management Systems, Inc. I will be responsible for all my costs and expenses related to the requested early lease termination, relocation and move.

Please attach a temporary or final Personal Protection Order (PPO). A PPO that grants occupancy of your apartment to the alleged perpetrator will not meet this requirement. While the request form will be accepted without a PPO, Management Systems, Inc. generally will not approve the relocation request until a PPO is provided.

The relocation request will be in effect for 90 days. During these 90 days, Management Systems, Inc. will, upon your request, update you about the status and availability of other rental units on the Management Systems, Inc., property list. You may renew your request to relocate at the end of each 90-day period if you indicate that you continue to face the threat of domestic violence, dating violence, sexual assault, or stalking or actual domestic violence, dating violence, sexual assault, or stalking.

EXHIBIT B

The information contained in this form and attached documents may be used by Management Systems, Inc., to the extent it deems reasonably necessary to protect the resident or others and to comply with applicable law, but Management Systems will not intentionally notify the alleged perpetrator.

Signature of Resident

Date

Received by:

Signature of Resident Manager

Date

EXHIBIT B

.....
TO BE COMPLETED BY A VICTIM SERVICE PROVIDER, ATTORNEY, MEDICAL PROFESSIONAL, SOCIAL WORKER OR MEMBER OF THE CLERGY:

I am a _____ [title] at _____ [name of agency / office / religious order], and am a victim services provider attorney medical professional social worker member of the clergy.

_____ [name of resident] has sought assistance from us in addressing actual or threatened domestic violence, dating violence, sexual assault, stalking, or the effects of abuse. As a result of this abuse, he or she needs to move out of her current home.

Signature: _____

Print Name: _____ Telephone: (____) _____

Address: _____

Date: _____

I have authorized the release of the above information to Management Systems and hereby authorize Management Systems, Inc., to contact the above person to verify the above information.

Tenant Signature: _____ Date: _____

.....
TO BE COMPLETED BY MANAGEMENT SYSTEMS, INC.:

Lease Termination

Date of Lease Termination: _____

Resident(s) Released from Lease: _____

Relocation

Property Name Where Resident Was Relocated: _____

Address Where Resident Was Relocated: _____

Date of Relocation: _____

If request(s) denied:

Date of Denial of Request: _____

Date of Notice of Denial to Resident: _____

Describe in detail the reasons for denial: _____

EXHIBIT D

**MANAGEMENT SYSTEMS, INC.
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,
OR STALKING POLICY
DISCLOSURE TO APPLICANTS**

This disclosure form will be included in all rental applications for properties managed by Management Systems, Inc..

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted a Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy (available upon request), which includes the following provisions:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, dating violence, sexual assault, or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Rental applicants shall have the right to report any alleged violation of this policy in the application process to the Compliance Department for Management Systems, Inc., located at 14201 W. Eight Mile Road, Detroit, MI, 48235, and may request a complaint form maintained by the Department. The Compliance Department shall investigate the complaint, maintain a documented log, and report its findings to the complaining individual within thirty days of the filing of the form. Every filed complaint form, along with the Compliance Department's response, will be maintained for 7 years in a Complaint File at the Management Systems, Inc. Corporate Office.

EXHIBIT E

**DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT,
AND STALKING POLICY
AMENDMENT TO EMPLOYEE MANUAL**

Management Systems, Inc., as well as its employees, agents, and assigns, with respect to all of the residential rental properties managed by it, has adopted a Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy. Among other provisions, the Policy provides:

Management Systems, Inc. will not take any action to evict any person on the basis that such person has been the victim of domestic violence including dating violence, sexual assault or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Management Systems, Inc. will not discriminate in any way against a person in the terms, conditions, or privileges of his or her tenancy on the basis that such person has been the victim of domestic violence, including dating violence, sexual assault or stalking, initiated by another person, whether or not such person is residing in the tenant's household.

Subject to the property owner's review, adoption and approval, Management Systems, Inc. will provide early lease termination and relocation to eligible tenants.

Management Systems, Inc. will respond to complaints concerning violations of the Policy.

Management Systems, Inc. may use reports of domestic violence, dating violence, sexual assault, and stalking to inform others to the extent reasonably necessary to protect the tenant or others and to comply with this policy, applicable law, or court order, but will not intentionally notify the alleged perpetrator.

A complete copy of the Policy will be given to all tenants and is also available upon request. Tenants with questions about the Policy should be referred to resident managers and the Compliance Department of Management Systems, Inc.

In the case of domestic violence, dating violence, sexual assault, or stalking perpetrated by an employee on the premises, upon review of charge, situation, and process by management the employee shall be subject to immediate termination.

Management Systems, Inc. has created an amendment to the Employee Manual, terms of tenancy and termination of tenancy to reflect the Policy. You are required to sign this form acknowledging receipt of the Domestic Violence, Dating Violence, Sexual Assault, and Stalking Policy and this form shall be placed in your Personnel File.

- * I understand that, should the content of this policy be changed in any way, Management Systems, Inc. may require an additional signature from me to indicate that I am aware of and understand any new policies.
- * I understand that my signature below indicates that I have read and understand the above statements and have received a copy of this Management Systems, Inc. Employee Manual Amendment.

Employee Signature: _____ Date: _____

Witness: _____ Date: _____