

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
DUBLIN DIVISION
FILED IN OFFICE
10:07A m.
Oct 18, 2010
B. McCarty
Deputy Clerk

UNITED STATES OF AMERICA,)

Plaintiff)

v.)

HOUSING AUTHORITY OF THE)
CITY OF EASTMAN, GEORGIA,)

Defendant.)

CASE NO: 3:10-CV-075

CONSENT DECREE

I. INTRODUCTION

1. The United States initiated this action to enforce the Fair Housing Act, as amended, 42 U.S.C. § 3601, et seq. ("FHA"). The United States' complaint alleges that the Defendant, Housing Authority of the City of Eastman, Georgia ("EHA"): (1) refused to rent, refused to negotiate for the rental of, or otherwise made unavailable or denied dwellings to persons because of race or color in violation of 42 U.S.C. § 3604 (a); (2) discriminated in the terms, conditions, or privileges, of rental dwellings on the basis of race or color in violation of 42 U.S.C. § 3604(b); and (3) the Defendant's conduct constitutes: a pattern or practice of resistance to the full enjoyment of rights secured by the Fair Housing Act; and a denial to a group of persons of rights granted by the Fair Housing Act, which denial raises an issue of general public importance.

2. Specifically, the United States alleges that the EHA violated these provisions of the Act by, among other ways, (1) steering applicants and residents to housing complexes based on race or color; (2) selecting white applicants over eligible black applicants who had higher

positions on the EHA's waiting list so that white applicants could be housed in vacant units in majority white complexes; (3) selecting black applicants over eligible white applicants who had higher positions on the EHA's waiting list so that white applicants would not be housed in vacant units in majority black complexes; and (4) providing inferior treatment to black tenants in the terms, conditions, and/or privileges of a rental at the EHA properties. The United States alleges that the EHA accomplished these results by violating the policies and procedures that were designed to ensure the color-blind assignment of EHA housing units. The EHA denies the allegations in the United States' complaint and asserts that no such violation or violations occurred, and asserts that it has consistently operated in compliance with the FHA non-discrimination policy adopted by all Department of Housing and Urban Development ("HUD") facilities.

3. The United States and the EHA desire to avoid costly and protracted litigation and agree that the United States' claims should be settled without further litigation or an evidentiary hearing. Therefore, the United States and the EHA have agreed to the entry of this Consent Decree.

THEREFORE, IT IS HEREBY ORDERED:

II. GENERAL INJUNCTION

4. The EHA, its employees, agents, and all those acting in concert or participation with the EHA, are hereby enjoined from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, or otherwise making unavailable or denying a dwelling to persons because of race or color, or the race or color of any

person residing in or intending to reside in that dwelling, or of any person associated with them; and

- 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, on the basis of race or color.

III. NONDISCRIMINATION POLICY

5. The EHA's responsibilities under this Consent Decree shall apply to each and every residential rental property in which the EHA has or obtains an ownership, management, or other financial interest. A list of residential properties currently owned and/or managed by the EHA (hereafter "the Subject Properties") is attached at Appendix A. Defendant's signature to this Consent Decree serves as a certification of the completeness and accuracy of this list.

6. The EHA shall implement a Nondiscrimination Policy regarding the rental of dwelling units at the Subject Properties that shall be applied equally to all actual and prospective tenants, regardless of their race or color. The text of the Nondiscrimination Policy shall be in the form of Appendix B.

7. Within thirty (30) days after the date of entry of this Consent Decree, the EHA shall: (a) provide a copy of this Consent Decree and the Nondiscrimination Policy to all of its employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing dwelling units at the Subject Properties; and (b) conduct a question and answer session for all such employees and agents regarding the contents of the Consent Decree and Nondiscrimination Policy. The EHA will secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree

and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and Nondiscrimination Policy. This statement shall be in the form of Appendix C.

8. The EHA shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties or employee within five (5) days after the agent or employee is hired. The EHA will secure a signed statement from each such agent or employee in the form of Appendix C.

9. Within thirty (30) days after the date of entry of this Consent Decree, the EHA shall provide a copy of the Consent Decree and Nondiscrimination Policy to all current tenants.

10. Within thirty (30) days after the date of entry of this Consent Decree, the EHA shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices the EHA may currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) by fourteen (14) inches that indicates that all housing units 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 the EHA, its 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 informational literature. This requirement does not compel the EHA to

advertise in any of these media, but does require compliance with this provision whenever the EHA so advertises.

- c. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units, 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. NONDISCRIMINATORY PROCEDURES FOR APPLICATIONS, ASSIGNMENTS, AND TRANSFERS

11. The parties acknowledge that the EHA currently operates and will continue to operate pursuant to a HUD-approved "Admissions and Continued Occupancy Policy" ("ACOP"). The EHA shall also comply with the procedures in paragraphs 12-18 below with respect to the rental of dwellings at the EHA housing complexes to ensure compliance with the Fair Housing Act and to ensure that these dwellings are made available for rent on an equal basis and on the same terms and conditions for all persons, irrespective of race or color.

12. Nondiscriminatory Procedures Within sixty (60) days after the date of entry of this Consent Decree, the EHA shall develop and implement uniform, nondiscriminatory procedures for: (1) receiving, handling, processing, rejecting, and approving rental inquiries and applications made in-person, by telephone, or by other means; (2) assigning prospective tenants to new units; (3) transferring existing tenants to different units; and (4) providing services to tenants (collectively, "Nondiscriminatory Procedures"). The Nondiscriminatory Procedures shall incorporate at a minimum the requirements set forth in this Section.

13. At least thirty (30) days prior to scheduled implementation, the EHA shall submit the Nondiscriminatory Procedures to the United States for review and approval and to HUD for HUD's review and comment. The United States shall respond within thirty (30) days and shall not unreasonably withhold its approval. If the United States indicates in writing that it does not approve the Nondiscriminatory Procedures, or specific provisions thereof, the implementation of the provisions to which the United States objects shall be delayed, and the EHA and the United States shall seek to resolve their differences within fourteen (14) days. In the event that the parties cannot agree, then either party may, within fourteen (14) days thereafter, request the intervention of the Court. The EHA may implement the Nondiscriminatory Procedures immediately upon receipt of a no objection notice or upon the expiration of the initial thirty (30) day period described above without receipt of a response from the United States. For the duration of this Consent Decree, the Nondiscriminatory Procedures may be modified only upon prior approval of the United States. The EHA shall give written notice of the proposed modifications to counsel for the United States at least thirty (30) days before the modifications are to take effect.

14. The EHA shall post and prominently display the Nondiscriminatory Procedures in any office where there is rental activity and/or personal contact with applicants, and a copy of the Nondiscriminatory Procedures shall be offered to all applicants for the rental of a dwelling.

15. Within five (5) days before implementation of the Nondiscriminatory Procedures, the EHA shall: (a) provide a copy of the Nondiscriminatory Procedures to all of its employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing dwelling units at the Subject Properties; and (b) conduct a question and answer session for all such employees and agents regarding the contents of the Nondiscriminatory Procedures.

The EHA will secure a signed statement from each agent or employee acknowledging that he or she has received the Nondiscriminatory Procedures, has had the opportunity to have questions about the Nondiscriminatory Procedures answered, and agrees to abide by the Nondiscriminatory Procedures. This statement shall be in the form of Appendix D.

16. The EHA shall provide a copy of the Nondiscriminatory Procedures to each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties or employee within five (5) days after the agent or employee is hired. The EHA will secure a signed statement from each such agent or employee in the form of Appendix D.

17. Within fifteen (15) days after implementation of the Nondiscriminatory Procedures, the EHA shall distribute a copy of the Nondiscriminatory Procedures to each EHA household.

18. At a minimum, the Nondiscriminatory Procedures shall include the following:

a. Guest Log: the EHA shall develop and maintain a log that provides the following information for each person who inquiries about renting EHA housing:

1. the time(s) and date(s) on which the person contacted the EHA;
2. name, address, and daytime and evening telephone numbers; (if the person declines a request to provide this information, the log shall so state);
3. race; (either as provided by the person or based on the employee's good faith observation);
4. number of persons in the household;
5. name of the EHA employee who received the inquiry;
6. manner of the contact (phone, mail, visit, e-mail, etc.);

7. result of the contact; and
 8. whether the person was invited to fill out an application, and, if not, the reasons therefor.
- b. Availability List: the EHA shall develop and update on a daily basis an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within thirty (30) days, which includes for each dwelling:
1. the address, apartment number, and number of bedrooms;
 2. whether the dwelling is vacant and, if not, the date that the dwelling is scheduled to be vacant;
 3. whether the dwelling is available to be moved into and, if not, the date that it is expected to be available for move-in; and
 4. the date the list was issued or updated.
- c. Preference Indicator Form: the EHA shall create a Preference Indicator Form, which shall be given to each applicant during the application process. The Preference Indicator Form shall fully explain each of the "preferences" that are available under the EHA's Admissions and Continued Occupancy Policy ("ACOP"), and provide a space where the applicant can indicate which preference(s) the applicant believes he or she is entitled to, and the reason. In addition, the EHA shall require all applicants to sign the Preference Indicator Form stating that they understand the various preferences available and have had an opportunity to apply for each one that they believe they are entitled to. The EHA shall

indicate on the Preference Indicator Form whether each preference was granted, the date of that decision, and the name of the EHA employee who assisted the applicant. Also, the EHA shall indicate on the Preference Indicator Form which document(s) (or lack thereof) justify the decision to grant (or deny) each preference and attach such supporting documents. If written records are not available to justify a particular preference, the applicant shall not be eligible for that preference. The Preference Indicator Form shall be updated for each applicant when that applicant becomes one of the top five members of the waiting list.

- d. Waiting Lists: the EHA shall develop and maintain a separate waiting list for each size unit that contains each applicant's name and race, current address, daytime and evening telephone numbers, the number of household members, and applicable preference(s) (if any). The EHA shall also indicate, for each applicant, the time and date he or she was placed on the list and the name of the EHA employee who received the applicant's application. The rank of each applicant on the Waiting List shall be determined in accordance with the EHA's ACOP. The EHA shall produce an updated Waiting List after each housing placement.
- e. Transfer List: The EHA shall develop and maintain a list of residents seeking to transfer to other housing units at the EHA ("Transfer List"). The Transfer List shall contain the resident's name and race, current address, daytime and evening telephone numbers, the number of household members, and the size of unit for which the resident is eligible,

date and time of the transfer request, reason for the transfer request, assigned category, and the name of the EHA employee who received the transfer request. The rank of each applicant on the transfer list shall be determined in accordance with the EHA's ACOP, and paragraph 35 of this Consent Decree.

- f. Placement Log: The EHA shall develop and maintain a log that lists all EHA offers of housing. The Placement Log shall include, for each vacant unit: the name, current address, and daytime and evening telephone numbers of each applicant considered for placement in that unit; the time(s) and date(s) on which the EHA attempted to contact each applicant; the name of the EHA employee who attempted to make such contact; the manner of the attempted contact (phone, mail, e-mail, etc.), the result of each attempted contact, whether that applicant was offered the unit, and the applicant's response to the offer. If the highest-ranking applicant currently on the Waiting List for that size unit is not offered the unit, the EHA shall fully explain why on the Placement Log, attaching any supporting documentation.

- g. Rental Applications: The EHA shall permit all persons who inquire about renting a dwelling unit the opportunity to complete a written rental application. The EHA shall write legibly on each rental application filled out by a prospective tenant the month, day, year, and time that the EHA received the application. The EHA shall process the applications in the order in which they are received. Within three (3) days of the decision to

reject an applicant, the EHA shall return a copy of the application to the applicant, and explain in writing the reason for the EHA's decision, including any supporting documentation, and the name of the EHA employee who made the decision. The EHA shall retain all rental applications and copies of correspondence in its files.

- h. Information to Prospective Applicants: The EHA shall inform all persons who inquire about renting any dwelling that they may fill out an application and, if they qualify, will be put on a waiting list; that they will be offered the first available unit of the size they need when they become the highest-ranking applicant on the waiting list, and the consequences of rejecting an offer of housing; and that they will be treated equally, irrespective of race or color.
- i. Policy for Affirmatively Furthering Fair Housing: The EHA shall develop and implement a Policy for Affirmatively Furthering Fair Housing that sets out specific steps the EHA will take to reduce racial concentrations in EHA housing, consistent with 24 C.F.R. 903.2(d)(2).

V. TRAINING

19. Within one hundred twenty (120) days after the date of entry of this Consent Decree, and annually thereafter, all agents or employees of the EHA whose duties include the showing, renting, or managing of any dwelling units at any of the Subject Properties shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. All training required by this section shall be conducted by an

independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the EHA.

20. At a minimum, the training required in the preceding paragraph shall consist of the following:

- a. informing each attendee of his or her duties and obligations under this Consent Decree as well as under the Fair Housing Act;
- b. ensuring that each attendee receives or has received a copy of this Consent Decree, the Nondiscrimination Policy, and the EHA's written Nondiscriminatory Procedures (as defined in Section IV);
- c. explaining that the EHA's Nondiscriminatory Procedures are designed to ensure that racial discrimination does not influence the process of providing rental information to persons who make inquiries, the process of making decisions on rental applications, the process of assigning applicants or transfers to units; and the provision of services related to rental of housing;
- d. a question and answer session for the purpose of reviewing the foregoing areas; and
- e. securing a signed certification in the form of Appendix E from each attendee indicating that he or she has received, read, and understands this Consent Decree and the EHA's Nondiscriminatory Procedures.

21. Each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties shall undergo the training required by paragraphs 19 and 20 above within sixty (60) days after the agent or employee is hired.

VI. POND TOWN APARTMENTS

22. Within 90 days after the date of entry of this Consent Decree, the EHA shall create and submit for approval to the United States a plan for performing site, dwelling structure, amenity, and other improvements, renovations, and modifications to the Pondtown Apartments complex in Rhine, Georgia so that the Pondtown Apartments site and structures will have comparable quality, conditions, materials, and amenities to those at the Swymer Homes complex in Rhine, Georgia. The proposed plan shall include a detailed description of each task, including obtaining approvals, authorizations, and/or funding, as necessary, and a schedule of deadlines for accomplishing each task.

VII. COMPLIANCE TESTING

23. The United States may take steps to monitor the EHA's compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) in which the EHA, now or in the future, conducts rental activities.

VIII. IDENTIFICATION AND COMPENSATION OF AGGRIEVED PERSONS

24. Within thirty (30) days after the date of entry of this Consent Decree, the EHA shall deposit in an interest bearing escrow account the total sum of three hundred twenty thousand dollars (\$320,000) for the purpose of compensating any persons whom the Court determines may have been harmed by the EHA's discriminatory rental practices ("aggrieved persons"). This money shall be referred to as the "Settlement Fund." Within ten (10) days after establishing the Settlement Fund, the EHA shall submit proof to the United States that this account has been established and the funds deposited.

25. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.

26. The EHA shall publish and distribute a Notice to Potential Victims of Housing Discrimination ("Notice"), attached as Appendix F, informing readers of the availability of compensatory funds. The Notice shall be published and distributed as follows:

- a. Within sixty (60) days after the date of entry of this Consent Decree, the Notice shall be published on at least four (4) occasions in the "A" Section (or News Section) of the Macon Telegraph and the Dodge County News, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- b. Within thirty (30) days after the date of entry of this Consent Decree, the EHA shall distribute a copy of the Notice to each current tenant of the Subject Properties, and shall mail a copy of the Notice to the last-known address of all former tenants who resided at the Subject Properties at any time since January 1, 2000.

27. Aggrieved persons shall have one hundred twenty (120) days after the date of entry of this Consent Decree to contact the United States in response to the Notice.

28. The EHA shall permit the United States, upon reasonable notice, to inspect and copy any documents, information, or records in its possession, custody, or control, or that of its agents or employees, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon request by the United States, the EHA shall provide copies of such records.

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

30. The United States shall investigate the claims of allegedly aggrieved persons and, within one hundred eighty (180) days after the date of entry of this Consent Decree, 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 EHA in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The EHA shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that it believes may refute the claims. The parties shall have thirty (30) days to endeavor, in good faith, to resolve any differences regarding the list of persons entitled to monetary relief, and/or the appropriate amount of damages to be awarded to each person, prior to submitting their recommendations to the Court for resolution and/or approval.

31. After completion of the process described in paragraph 30, the parties shall submit to the Court their joint final recommendations to the Court, if they agree, or separate recommendations, if they do not. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, the EHA shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court.

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

33. When counsel for the United States has received a check from the EHA payable to an aggrieved person and a signed release in the form of Appendix G from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the EHA. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix G.

34. After the satisfaction of paragraphs 31 - 33 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the EHA.

35. For a period of one-hundred and twenty (120) days after the date of entry of the Court order described in paragraph 31, any aggrieved person who is a current EHA tenant may request a transfer to another housing complex. The tenant may submit his or her request to either the EHA or the United States. The EHA shall process such requests in accordance with sections 16.5-16.9 of the ACOP, with the exception that transfer requests made pursuant to this paragraph shall be processed after Category A (Emergency Transfers), and before Category B (Immediate Administrative Transfers for Renovation Work) and Category C (Regular Administrative Transfers). Transfer requests pursuant to this section shall be processed prior to assignment of families on the EHA's waiting list.

IX. RECORD KEEPING AND REPORTING REQUIREMENTS

36. Within ninety (90) days after the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, the EHA shall deliver to counsel for the United States¹ a report containing information about the EHA's compliance efforts during the preceding reporting period, including but not limited to:

- a. photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Policy, pursuant to Section III of this Consent Decree;

¹ All documents or other communications required by this Consent Decree to be sent to counsel for the United States shall be sent via overnight delivery, and addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-20-107, 1800 G St., NW, Suite 7012, Washington, DC 20006.

- b. copies of standard rental applications and rental agreements, pursuant to Section IV of this Consent Decree;
- c. copies of all Employee Acknowledgment forms, pursuant to Sections III and IV of this Consent Decree;
- d. copies of all fair housing training certifications, pursuant to Section V of this Consent Decree;
- e. copies of all documents referenced in paragraph 18 generated in the current reporting period;
- f. a copy of the most recent Occupants Directory.

37. For the duration of this Consent Decree, the EHA shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Consent Decree, including but not limited to, all documents listed in paragraph 18, as well as records relating to the acquisition of interest in Subject Properties as set out in Section XI below. Upon reasonable notice, the EHA shall permit the United States to inspect and copy all such records or, upon request by the United States, the EHA shall provide copies of such records.

38. For the duration of this Consent Decree, the EHA shall notify the United States in writing within fifteen (15) days of receipt of any complaint, whether written, oral, or in any other form, against the EHA, or against any of its employees or agents, regarding discrimination based on race or color in housing. If the complaint is written, the EHA 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. The EHA shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

X. ACQUISITION OF RESIDENTIAL RENTAL PROPERTY

39. If, at any time during the term of this Consent Decree, the EHA acquires a direct or indirect ownership, management, or other financial interest in any other residential rental property, said property shall become a Subject Property, subject to all relevant provisions of this Consent Decree. The EHA shall notify counsel for the United States within thirty (30) days of acquiring said interest. The notice shall include identification of the nature of the EHA's interest in the property; the address; the number of individual dwelling units; the number of bedrooms in each unit; the names of any existing tenants; and the race of each such tenant. The EHA shall also include in its notice to counsel for the United States a copy of the documents memorializing the transfer in interest and a copy of the lease for any existing tenant(s).

XI. SCOPE AND DURATION OF CONSENT DECREE

40. The provisions of this Consent Decree shall apply to the EHA, its officers, agents, employees, successors and assigns, and all persons acting in active concert or participation with them.

41. This Consent Decree shall remain in effect for five (5) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and the EHA agree that in the event the EHA 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).

42. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the United States' complaint shall be dismissed with prejudice. The United States may move the Court to extend the duration of this Consent Decree in the interests of justice.

XII. REMEDIES FOR NON-COMPLIANCE

43. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by the EHA, 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 damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

XIII. TIME FOR PERFORMANCE

44. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties. The other provisions of this Consent Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective within thirty (30) days of filing the written agreement with the Court, and shall remain in effect for the duration of this Consent Decree or until such time as the Court indicates through written order that it has not approved the modification.

ADDED BY THE COURT

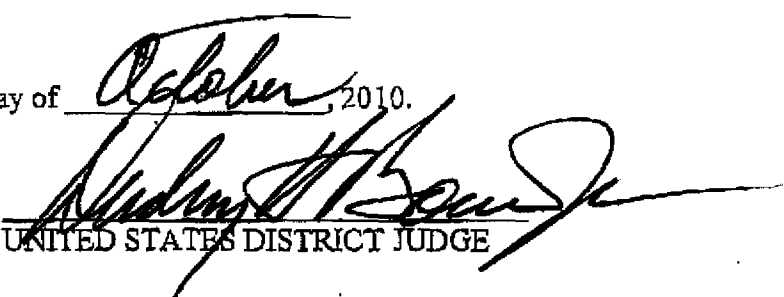
The Court shall retain jurisdiction over this matter for purposes of enforcing and adjudicating any disputes arising under this Consent Decree. During the five year duration of this Consent Decree, this case will be closed for all purposes of statistical reporting. Should it become necessary in the interim, either party may apply to the Court in writing to reopen this case.

A handwritten signature, likely of a court official, is written in the bottom right corner of the page.

XIV. COSTS OF LITIGATION

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

IT IS SO ORDERED this 18th day of October, 2010.


UNITED STATES DISTRICT JUDGE

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

For the United States:

EDWARD J. TARVER
United States Attorney

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

/s/Kenneth D. Crowder
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Appendix A

**LIST OF RESIDENTIAL PROPERTIES SUBJECT TO THIS
CONSENT DECREE**

Harrell Street Apartments

Herman Avenue Apartments

Swymer Homes

Pondtown Apartments

Ragan Apartments

Reddock Homes

Stuckey Apartments

Eastside Court Apartments

Appendix B

NONDISCRIMINATION POLICY

It is the policy of the Housing Authority of the City of Eastman, Georgia (EHA) 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, the EHA and all its agents and employees with the responsibility for renting, managing or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, or negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race or color;
- 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 or color;
- 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 or color; or
- D. Represent to persons because of race or color that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any EHA 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 the unequal service, treatment or behavior to tenants on the basis of race or color may constitute a violation of state and federal fair housing laws. Any tenant who believes that any of the above policies have been violated by any agent or employee of the EHA 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 C

EMPLOYEE ACKNOWLEDGMENT
CONSENT DECREE AND EHA NONDISCRIMINATION POLICY

I acknowledge that on _____, 200__, I was provided a copy of the Consent Decree entered by the Court in United States v. Housing Authority of the City of Eastman, Georgia, Civil Action No. _____ (S.D. Ga.); and the EHA Nondiscrimination Policy. 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

Date

Appendix D

**EMPLOYEE ACKNOWLEDGMENT
EHA NONDISCRIMINATORY PROCEDURES FOR APPLICATIONS,
ASSIGNMENTS, AND TRANSFERS**

I acknowledge that on _____, 200__, I was provided a copy of the EHA Nondiscriminatory Procedures for Applications, Assignments, and Transfers. I have read and understand this document and have had my questions about this document answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Date

Appendix E

CERTIFICATION OF FAIR HOUSING ACT TRAINING

On _____, I attended training on the Fair Housing Act. At the training I had, or was provided, a copy of this Consent Decree, the EHA Nondiscriminatory Policy, and the EHA Nondiscriminatory Procedures. I have read and understand these documents and have had all of my questions concerning these documents and the Fair Housing Act answered to my satisfaction.

Signature

Print Name

Date

Appendix F

**NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION
BECAUSE OF RACE OR COLOR AT EASTMAN HOUSING AUTHORITY
PROPERTIES**

On _____, 2010, the United States District Court for the Southern District of Georgia entered a Consent Decree resolving a housing discrimination lawsuit brought by the United States against the Housing Authority of the City of Eastman, Georgia (EHA). The lawsuit alleged that the EHA engaged in a pattern or practice of housing discrimination based on race or color at EHA rental properties, in violation of the federal Fair Housing Act.

Under the Consent Decree, a Settlement Fund has been established to compensate persons whose rights may have been violated. You may qualify to recover from this Settlement Fund, or for other relief if you, *because of your race or color*, were denied a rental or were delayed in receiving a rental at an EHA property, were denied a rental unit at a particular EHA property, or were subjected to different terms, conditions, or privileges of the rental of a dwelling.

If you believe you have been discriminated against because of race or color in connection with the Eastman Housing Authority, please contact the United States Department of Justice at: 1-800-896-7743, mailbox xxx.

You may also write to:
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St
Washington, DC 20530
Attn: DJ# 175-20-107

You must call or write on or before _____ and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

Appendix G

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Decree entered in United States v. Housing Authority of the City of Eastman, Georgia, Civil Action No. ____ in the United States District Court for the Southern District of Georgia ("the Action"), I hereby release and forever discharge the Housing Authority of the City of Eastman, Georgia, including all of its officers, employees, agents, representatives, assignees, and successors in interest, from any and all liability for any claims, legal or equitable under any source of law, I may have against any of them arising in whole or in part out of the factual allegations made in this Action as of the date of the entry of the Consent Decree. I fully acknowledge and agree that this release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Signature

Print Name

Address

Address

Date