

SEP 26 2008

JAMES N. HATTEN, Clerk

By *Vicki Dougherty*

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

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

Defendant.)
_____)

CASE NO: 2 08 - CV - 0196

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 Winder, Georgia ("WHA"): (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 Defendant violated these provisions of the Act by, among other ways, (1) selecting white applicants over eligible black applicants who had higher positions on the WHA's waiting list so that white applicants could be housed in vacant units in majority white complexes; (2) selecting black applicants over eligible white applicants who had higher positions on the WHA's waiting list so that white applicants would not be housed in vacant units in majority black complexes; and (3) providing inferior treatment to black tenants in the terms, conditions, and/or privileges of a rental at the WHA properties. The Defendant accomplished these results by violating the WHA's own policies and procedures that were designed to ensure the color-blind assignment of WHA housing units.

3. The United States and the Defendant 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 Defendants have agreed to the entry of this Consent Decree.

THEREFORE, IT IS HEREBY ORDERED:

II. GENERAL INJUNCTION

4. The WHA, its employees, agents, and all those acting in concert or participation with them, 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 WHA's responsibilities under this Consent Decree shall apply to each and every residential rental property in which the WHA has or obtains an ownership, management, or other financial interest. A list of residential properties currently owned and/or managed by the WHA (hereafter "the Subject Properties") is attached at Appendix A. The WHA's signature to this Consent Decree serves as a certification of the completeness and accuracy of this list.

6. The WHA shall prepare and 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.

7. Within sixty (60) days of the entry of this Consent Decree, the WHA shall distribute the Nondiscrimination Policy to all of its employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing of any and all dwelling units at the Subject Properties, and this policy will be reviewed, along with a question and answer session, with each employee, agent, or anyone acting under the WHA's

direction, on an annual basis thereafter. The text of the Nondiscrimination Policy shall be as set forth in Appendix B hereto.

8. Within sixty (60) days of the entry of this Consent Decree, the WHA shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices the WHA 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 WHA, 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 WHA to advertise in any of these media, but does require compliance with this provision whenever the WHA 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. TRAINING

9. Within thirty (30) days of the entry of this Consent Decree, the WHA shall provide a copy of this Consent Decree and the Nondiscrimination Policy to its agents and employees whose duties include showing, renting, or managing of any dwelling unit at any of the Subject Properties and secure the 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 said policy. This statement shall be in the form of Appendix C.

10. During the term of this Consent Decree, within five (5) days after each new agent or employee becomes involved in showing, renting, or managing of any dwelling unit at any of the Subject Properties, the WHA shall provide a copy of this Consent Decree and the Nondiscrimination Policy to said agent or employee and secure the 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 said policy. This statement shall be in the form of Appendix C.

11. Within one hundred twenty (120) days of the entry of this Consent Decree, all agents or employees of the WHA 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. The training 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 WHA. The WHA shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming their attendance, in a form acceptable to the United States. The confirmation shall include the name of the course, the date the course was taken, and the length of the course and/or time within which the course was completed.

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

- a. Informing each individual of his or her duties and obligations under this Consent Decree as well as under the Fair Housing Act;
- b. Furnishing to each individual a copy of this Consent Decree and the WHA's written Uniform and Nondiscrimination Procedures;
- c. Explaining how the WHA's 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 area; and
- e. Securing a signed certification in the form of the statement attached hereto as Attachment C, from each such individual indicating that he or she has received, read, and understood this Consent Decree and the WHA's Uniform and Nondiscrimination Procedures identified in Section VI below.

V. UNIFORM AND NONDISCRIMINATORY POLICIES AND PROCEDURES

13. The WHA shall comply with the procedures in Paragraphs 14 and 15 below with respect to the rental of dwellings at the WHA housing complexes to ensure compliance with the Fair Housing Act and to ensure that these

dwelling are made available for rent on an equal basis and on the same terms and conditions for all persons, irrespective of race or color.

14. Within sixty (60) days of the entry of this Consent Decree, the WHA shall develop and implement, with respect to all dwelling units at all of the Subject Properties, objective, uniform, nondiscriminatory policies and 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 (“Nondiscrimination Policies and Procedures”). Such standards and procedures shall be submitted to the United States for approval in advance of their implementation and shall be consistent with the provisions of this Section. The Nondiscrimination Policies and Procedures shall be posted and prominently displayed in any office where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a dwelling. For the duration of this Consent Decree, the Nondiscrimination Policies and Procedures

may be modified only if written notice is given to counsel for the United States thirty (30) days before modifications are to take effect.

15. The Nondiscrimination Policies and Procedures discussed in paragraph 14, above, shall include the use of the following documents, which the WHA shall update as new information becomes available, and retain for the duration of the Consent Decree:

- a. Guest Log: The WHA shall develop and maintain a log that provides the following information for each person who inquires about renting WHA housing:
 1. the time(s) and date(s) on which the person contacted the WHA;
 2. name, address, and phone number; (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. name of the WHA employee who received the inquiry;
 5. manner of the contact (phone, mail, visit, e-mail, etc.);

6. result of each contact; and
 7. whether the person was invited to fill out an application.
- b. Availability List: the WHA shall ensure that, on a daily basis, an Availability List is updated and includes the addresses and unit numbers of all dwelling units known to be available or reasonable 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; and
 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.

The Availability List shall bear the date it was issued or updated at the top.

- c. Preference Indicator: the WHA shall create and submit for approval to the United States a form that fully explains to each applicant each of the “preferences” that are available

under the WHA's Admissions and Continued Occupancy Policy (ACOP), and that provides a space where each applicant can indicate which preference(s) he or she believes he or she is entitled to and why he or she holds that belief. In addition, the WHA shall require applicants to sign the Preference Indicator forms stating that they understand the various preferences and have had an opportunity to apply for each one that they believe they are entitled to. The WHA shall indicate on that form whether each preference was granted, the date of that decision, and the name of the WHA employee who assisted the applicant. Also, the WHA shall indicate on that 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 shall be updated for each applicant when that applicant becomes one of the top five members of the waiting list.

Within seven (7) days of the United States' approval of the Preference Indicator, the WHA shall implement the Preference Indicator.

- d. Wait Lists: the WHA shall maintain waiting lists for each size unit that contains each applicant's name and race, current address, daytime and evening telephone number, the number of intended occupants, and a description of the dwelling for which each applicant is eligible (e.g., number of bedrooms). The WHA shall also indicate, for each applicant, the time and date he or she was placed on the list and the name of the WHA employee who received the applicant's application. The rank of each applicant on the waiting list shall be determined in accordance with the WHA's ACOP. Complete, accurate and up-to-date written records shall be maintained to justify each applicant's rank on the waiting list, the type of dwelling for which each applicant is eligible, and each "preference" given to each applicant.

- e. Placement log: The WHA shall develop and maintain a log that explains which applicant(s) was considered for each vacant unit, and why each applicant was offered the unit or passed over. The log shall list the time(s) and date(s) on which the WHA attempted to contact each applicant, the name of the WHA 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 a unit, and that applicant's response to the offer. If the highest-ranking applicant is not offered a unit or is not offered the first unit that has become ready for rental, the WHA shall fully explain why on the Placement Log, attaching any supporting documentation.
- f. Rental Applications: The WHA shall write legibly on each rental application filled out by a prospective tenant the month, day, year, and time that the WHA received the application. The WHA shall process the applications in the order in which they are received. To the extent the WHA

rejects any application for housing, the WHA shall provide, either on the application or on an attachment to the application, a written explanation as to why the applicant was determined ineligible for tenancy, including all reasons therefor and any supporting documentation, and the name of the WHA employee who made the decision. Within three (3) days of the decision to reject an applicant, the WHA shall notify such applicant of the rejection and the reason therefor. The WHA shall permit all persons who inquire about renting a dwelling unit the opportunity to complete a written rental application.

- g. Information Provided to Prospective Applicants: The WHA shall inform all persons who inquire about renting any dwelling 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 that if they turn down that offer, they will be treated according to the ACOP. The WHA shall advise all persons who inquire about renting a dwelling

that they may fill out an application and, if they qualify, be put on a waiting list. The WHA shall inform all persons who inquire about renting units that they will be treated equally, irrespective of race or color.

VI. COMPLIANCE TESTING

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

VII. COMPENSATION OF AGGRIEVED PERSONS

17. Within thirty (30) days of the entry of this Consent Decree, the WHA shall deposit in an interest bearing escrow account the total sum of four hundred fifty thousand dollars (\$450,000) for the purpose of compensating any persons whom the Court determines may have been harmed by the WHA's discriminatory rental practices ("aggrieved persons"). This money shall be referred to as the "Settlement Fund." In addition, within thirty (30) days of the entry of this Consent Decree, the WHA shall submit proof to the United States that this account has been established and the funds deposited.

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

19. Within sixty (60) days of the entry of this Consent Decree, the WHA shall publish a Notice to Potential Victims of Housing Discrimination (“Notice”) at Appendix D informing readers of the availability of compensatory funds. The Notice shall be published as follows:

- a. The Notice shall be published on at least four (4) occasions in the “A” Section (or News Section) of The Barrow County News, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- b. The WHA shall provide a copy of the newspapers containing each such Notice to counsel for the United States within ten (10) days after publication of the Notice.
- c. The WHA shall produce any rental/tenancy records, any other records in the possession, custody, or control of the WHA, its agents or employees, upon notice to the WHA’s counsel, that the United States believes to be useful in identifying persons who may be entitled to relief under this

Consent Decree, to the extent such records have not previously been provided to the United States. Upon reasonable notice, the WHA shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through the WHA's counsel;

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

20. Aggrieved persons, as described in paragraph 17 above, shall have one hundred twenty (120) days from the date of entry of this Consent Decree to contact the United States in response to this Notice.

21. The United States shall investigate the claims of allegedly aggrieved persons and, within one hundred eighty (180) days of the 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 WHA shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations

regarding the claims of allegedly aggrieved persons. The United States will inform the WHA 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 WHA shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that they believe may refute the claims.

22. After receiving the WHA's comments, the parties shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or additional information submitted by the WHA. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, the WHA shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court

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

24. When counsel for the United States has received a check from the WHA payable to an aggrieved person and a signed release in the form of

Appendix E from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the WHA. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix E.

25. After the satisfaction of paragraphs 21 - 24 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the WHA.

VIII. CIVIL PENALTY

26. Within thirty (30) days of the entry of this Consent Decree, the WHA shall pay a total of forty thousand dollars (\$40,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(c) by submitting a cashier's check to counsel for the United States made payable to "United States of America."

IX. RECORD KEEPING AND REPORTING REQUIREMENTS

27. Within ninety (90) days of the entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, the

WHA shall deliver to counsel for the United States¹ a report containing information about the WHA'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 Sections III and V of this Consent Decree;
- b. copies of standard rental applications and rental agreements, pursuant to Section V of this Consent Decree;
- c. copies of all Employee Acknowledgment forms, pursuant to Section IV of this Consent Decree;
- d. copies of all fair housing training certifications, pursuant to Section IV 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 addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-19-368, United States Department of Justice, 950 Pennsylvania Avenue N.W. - G St., Washington, D.C. 20530, or as otherwise directed by the United States. If the Consent Decree requires transmission by facsimile, the communication shall also be sent via facsimile to (202) 514-1116.

- e. copies of all documents referenced in paragraph 15 generated in the current reporting period.

28. For the duration of this Consent Decree the WHA 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 15, as well as records relating to the acquisition of interest in Subject Properties as set out in Section X below. Upon reasonable notice to counsel for the WHA, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, the WHA shall provide copies of such documents.

29. For the duration of this Consent Decree, the WHA shall notify counsel for the United States in writing within fifteen (15) days of receipt of any complaint, whether written, oral, or in any other form, against the WHA, or against any of its employees or agents, regarding discrimination based on race or color in housing. If the complaint is written, the WHA 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 WHA 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

30. If, at any time during the term of this Consent Decree, the WHA 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 WHA 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 WHA'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 WHA 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

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

32. This Consent Decree shall remain in effect for three (3) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and the WHA agree that in the event the WHA 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).

33. 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 the Consent Decree in the interests of justice.

XII. REMEDIES FOR NON-COMPLIANCE

34. 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 WHA,

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

35. 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 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 the Decree or until such time as the Court indicates through written order that it has not approved the modification.

XIV. COSTS OF LITIGATION

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

IT IS SO ORDERED this _____ day of _____, 2008.

UNITED STATES DISTRICT JUDGE

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

For the United States:

GRACE CHUNG BECKER
Acting Assistant Attorney General
Civil Rights Division

DAVID E. NAHMIAS
United States Attorney

DANIEL A. CALDWELL/POB
DANIEL A. CALDWELL
Assistant U.S. Attorney
Georgia Bar No. 102510
600 Richard B. Russell Federal Bldg.
75 Spring Street, S.W.
Atlanta, Georgia 30303
Telephone: (404) 581-6224
Facsimile: (404) 581-6181

Patricia O'Beirne
STEVEN H. ROSENBAUM
Chief
REBECCA B. BOND
Deputy Chief
PATRICIA L. O'BEIRNE
Attorney
Housing and Civil
Enforcement Section
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.-G. St.
Washington, D.C. 20530
Telephone: (202) 307-6264
Facsimile: (202) 514-1116

For Defendant:

WINDER HOUSING AUTHORITY

By: Bruce Braselton
Bruce Braselton, Chairman

RUSSELL, STELL, SMITH & MATTISON, P.C.

By: John E. Stell, Jr.
John E. Stell, Jr.
Georgia Bar No. 678350
Attorney for Defendant

Appendix A

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

Capital Avenue Homes

Glenwood Terrace

Oakwood Homes

Fort Yargo

Smith Heights

Hardigree Terrace

Dunaway-Massey Homes (Statham and Braselton)

Appendix B

NONDISCRIMINATION POLICY

It is the policy of the Housing Authority for the City of Winder, Georgia (WHA) 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 WHA 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 WHA 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 WHA 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

I acknowledge that on _____, 200__, I was provided copies of the Consent Decree entered by the Court in United States v. Housing Authority of the City of Winder, Georgia, Civil Action No. _____ (N.D. Ga.), and the WHA 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

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

On _____, 2008, the United States District Court for the Northern District of Georgia entered a Consent Decree resolving a housing discrimination lawsuit brought by the United States against the Housing Authority for the City of Winder, Georgia (WHA). The lawsuit alleged that the WHA engaged in a pattern or practice of housing discrimination based on race or color at WHA 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 if you, *because of your race or color*, were denied a rental or were delayed in receiving a rental at a WHA property, were denied a rental unit at a particular WHA 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 Winder 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# 175-36-299*

You must call or write on or before [no more than 90 days after _____,] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

Appendix E

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$) cash, pursuant to the Consent Decree entered in United States v. Housing Authority of the City of Winder, Georgia, Civil Action No. ___, in the United States District Court for the Northern District of Georgia ("the Action"), I hereby release and forever discharge the Housing Authority of the City of Winder, 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