

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
and)	
)	
RICHARD J. HUCKER,)	
)	
Plaintiff-Intervenor,)	CIVIL NO. 2:04-CV-415RL
)	
)	
LAKE COUNTY BOARD OF COMMISSIONERS,)	
and LAKE COUNTY REDEVELOPMENT)	
COMMISSION,)	
)	
Defendants.)	

CONSENT DECREE

I. INTRODUCTION

1. This action was commenced by the United States on October 7, 2004, to enforce the provisions of the Fair Housing Act (the Act), 42 U.S.C. §§ 3601 *et seq.* This action was commenced on behalf of Richard J. Huckler and the Estate of Charles R. McInturf pursuant to 42 U.S.C. § 3612(o). Mr. Huckler filed a motion to intervene in the case pursuant to 42 U.S.C. § 3612(o)(2), and this Court granted his motion to intervene on November 15, 2004.

2. In the United States' complaint, the United States alleges that the Defendants, Lake County Board of Commissioners (LCBOC) and Lake County Redevelopment Commission (LCRC), interfered with and retaliated against two employees of the Lake County Community Economic Development Department (the Department), in violation of 42 U.S.C. § 3617.

3. In the intervenor's complaint, Mr. Hucker alleges that the Defendants took retaliatory actions against Mr. Hucker, including the rescission of his four-year employment contract and the subsequent refusal to renew the contract, in violation of 42 U.S.C. § 3617. The intervenor further alleges that Mr. Hucker suffered damages and that the Defendants are responsible for the actions challenged in this case.

4. LCBOC and LCRC deny the allegations contained in the complaints filed by the United States and by Mr. Hucker. However, the parties agree that, to conserve time and expense, the controversy should be resolved without further litigation. Therefore, without a trial or adjudication on the merits, the parties consent to the entry of this Consent Decree and agree that this Decree releases all claims against Defendants arising from the complaints filed in this case by the United States and by Mr. Hucker. Consent to this Decree by the Defendants shall not in any way be construed to be an admission of statutory violations or of liability.

II. AFFIRMATIVE RELIEF

A. Sign Shall Continue To Be Displayed

Within ten (10) days after the entry of this Decree and throughout the term of this Decree, the Defendants shall furnish counsel for the United States with a copy of the sign presently on display in the office of the Department which indicates that Defendants and the Department administer their housing programs on a nondiscriminatory basis. If the United States so chooses, it may furnish the Defendants with a replacement sign. Defendants shall continue to display the current sign or the replacement during the life of this Decree. The United States shall be notified by the Defendants in the event that the sign is taken down or changed.

B. Policies Shall Be Continued

Within 10 days after the entry of this Decree, the Defendants shall furnish counsel for the United States with a copy of the non-discrimination policy regarding the housing-related activities of the Department. If the policy has been previously approved by the Department of Housing and Urban Development (HUD), the Defendants shall so state, and shall continue such policy in effect for the life of this Decree. If the policy has not been approved by HUD, the United States shall have thirty (30) days to suggest changes to the policy. The parties shall endeavor in good faith to resolve any differences over the terms of the policy. In the event they are unsuccessful, either party may seek a resolution from the court. Counsel for the United States shall be notified by the Defendants in the event the policy is changed or discontinued.

C. Policies Shall be Given To and Read by Each Employee

Within thirty (30) days after the entry of this Decree, the Defendants shall require each employee of the Department whose responsibilities involve housing to read the policy referred to in the preceding paragraph, and to certify in writing that he or she has done so. Each new employee hired to such a position during the term of this Decree shall comply with the requirements of this paragraph within (30) days of commencing employment. Within forty five (45) days of this Decree, Defendants shall furnish counsel for the United States with copies of the certifications executed pursuant to this paragraph.

D. Training Shall Be Continued

Defendants shall continue their current practice of providing periodic fair housing training to employees of the Department with housing responsibilities. Within ten (10) days after the entry of this Decree, the Defendants shall furnish counsel for the United States with a

copy of the training materials regarding fair housing. If the training materials have been previously approved by HUD, the Defendants shall so state, and shall continue such training for the life of this Decree. If the training materials have not been approved by HUD, the United States shall have thirty (30) days to suggest changes in the training materials. Defendants shall notify counsel for the United States in the event the training is changed or discontinued.

III. MONETARY RELIEF

A. Richard J. Hucker

1. On October 15, 2007, Defendants shall deliver to Ivan Bodensteiner, counsel for Richard J. Hucker, a check payable to Mr. Hucker and Mr. Bodensteiner jointly for \$141,129.03 and shall provide written notice to counsel for the United States of the payment. The check will not be sent to Mr. Bodensteiner until Mr. Hucker has executed and delivered the release at attachment B hereto to counsel for Mr. Hucker, a copy of which will be provided to counsel for Defendants.
2. On February 15, 2008, if they have previously received the release at attachment B signed by Mr. Hucker, Defendants shall deliver to Ivan Bodensteiner, counsel for Richard J. Hucker, another check payable to Mr. Hucker and Mr. Bodensteiner jointly for \$141,129.03, and shall provide notice to counsel for the United States of the payment. Delivery of these two checks totaling \$282,258.06 shall constitute the Defendants' full monetary payment due to Mr. Hucker and his attorney under this Decree without interest or costs.

B. Estate of Charles R. McInturf

1. On October 15, 2007, Defendants shall deliver to counsel for the United States a check payable to Mrs. Cheryl McInturf, legal and personal representative of the Estate of Charles R. McInturf, in the amount of \$33,870.97. The check will not be sent to counsel for United States until Mrs. McInturf has executed and delivered the release at attachment C hereto to counsel for the United States, a copy of which will be provided to counsel for Defendants.
2. On February 15, 2008, if they have previously received the release at attachment C signed by Mrs. McInturf, Defendants shall deliver to counsel for the United States another check payable to Mrs. Cheryl McInturf, legal and personal representative of the Estate of Charles R. McInturf, in the amount of \$33,870.97. Delivery of these two checks totaling \$67,741.94 shall constitute the Defendants' full monetary payment due to the Estate of Charles R. McInturf without interest or costs.

IV. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

1. The entry of this Consent Order will terminate this case. The Court will retain jurisdiction to reopen the case, in order to enforce the terms of this Consent Order, for a period of two years after the entry of this Consent Order.
2. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform in a timely manner any act required by this Decree, or any other violation of 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 not to have been performed, and an award of any damages, costs, and reasonable attorney's fees that may have been occasioned by the Defendants' violation or failure to perform.

V. TIME FOR PERFORMANCE

Any time limits for performance imposed by this Decree may be extended by mutual, written agreement of the United States and the Defendants.

VI. COSTS OF LITIGATION

Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation, except as provided in Part III above.

VII. NO FURTHER PENALTIES SOUGHT BY DOJ OR HUD

There shall be no other costs or monetary sanctions, penalties or damages sought or due to the Department of Justice or HUD based on the above-referenced complaints filed with HUD by Richard J. Huckler and Charles R. McInturf.

SO ORDERED, ADJUDGED, and DECREED this 24 day of May, 2007.



Hon. Rudy Lozano
United States District Judge

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

For Plaintiff United States:

DATED: May 18, 2007

WAN J. KIM
Assistant Attorney General
Civil Rights Division
Steven H. Rosenbaum
STEVEN H. ROSENEAUM, Chief
DONNA M. MURPHY, Deputy Chief
HARVEY L. HANDLEY, Trial Attorney
ELLIOT FLADEN, Trial Attorney
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950 Pennsylvania Ave., NW
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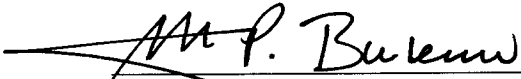
For Plaintiff-Intervenor Richard J. Huckler:

DATED: May 21, 2007

Ivan E. Bodensteiner
IVAN E. BODENSTEINER
Attorney for Richard J. Huckler

For Defendant Lake County Board of Commissioners:

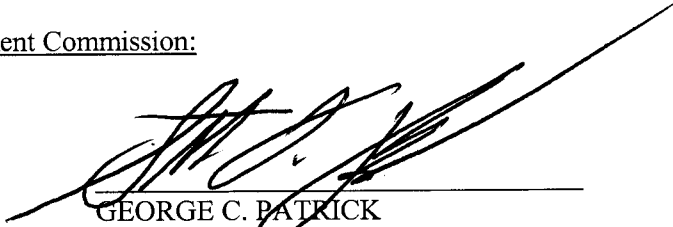
DATED: MAY 21, 2007



ROBERT G. BERGER
JOHN P. BUSHEMI
DANIEL J. BARTNICKI
Attorneys for Lake County Board of
Commissioners

For Defendant Lake County Redevelopment Commission:

DATED: MAY 21, 2007



GEORGE C. PATRICK
SCOTT A. PYLE
Attorneys for Lake County Redevelopment Commission

Attachment A

Certification that Employee Has Read the Fair Housing Policies

I, _____, as an employee of the Department under the terms of the Consent Decree between the United States, Lake County Board of Commissioners, and Lake County Redevelopment Commission, certify that I have read the fair housing policies within the required time frame and, if applicable, prior to performing any housing duties after the written policies have been adopted.

This certification is made pursuant to Part II.C. of the above-mentioned Consent Decree.

Date: _____

Signature

Printed Name

Printed Job Title or Position in Lake County

Attachment B

General Release Agreement

In consideration of and contingent upon the payment of the sum of \$282,258.06 pursuant to the Consent Decree entered in United States of America and Richard J. Hucker v. Lake County Board of Commissioners and Lake County Redevelopment Commission, Case No. 2:04-CV-415RL, in the United States District Court, Northern District of Indiana, I hereby release and forever discharge the Defendants named in this action from any and all liability for any legal or equitable claims of any kind I may have against them known or unknown as of the date of the entry of the Consent Decree. I fully acknowledge and agree that this release of the Defendants 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. Richard J. Hucker shall dismiss his pending action under Cause No. 45D05-0101-CP-60 entitled Hucker v. Lake County Redevelopment Commission, et al.


Richard J. Hucker, Plaintiff-Intervenor

Dated: May 21, 2007

Attachment C

General Release Agreement

In consideration of and contingent upon the payment of the sum of \$67,741.94 pursuant to the Consent Decree entered in United States of America and Richard J. Hucker v. Lake County Board of Commissioners and Lake County Redevelopment Commission, Case No. 2:04-CV-415RL, in the United States District Court, Northern District of Indiana, I hereby release and forever discharge the Defendants named in this action from any and all liability for any legal or equitable claims of any kind the Estate of Charles R. McInturf may have against them known or unknown as of the date of the entry of the Consent Decree. I fully acknowledge and agree that this release of the Defendants shall be binding on Mr. McInturf's heirs, representatives, executors, successors, administrators, and assigns, including myself. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.



Cheryl McInturf, Legal or Personal.
Representative of the Estate of Charles R. McInturf,
Complainant

Dated: 5/21/07