

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ALABAMA

)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No. 5:08-cv-00172-UWC
)	
NEYSA C. CRIM,)	
)	
Defendant.)	
)	

CONSENT ORDER

Plaintiff United States and Defendant Neysa C. Crim agree to the terms of this Consent Order resolving the Complaint filed by the United States.

I. INTRODUCTION

The United States filed its Complaint on January 30, 2008, alleging that Defendant Crim violated Sections 804(a), (c), and (d) of the Fair Housing Act, 42 U.S.C. §§ 3604(a), (c), and (d) (“the Act”), by discriminating against Mr. Jimmy Crump on the basis of race or color with respect to the rental of 640 East Moulton Street, a single-family home in Decatur, Alabama.

In its Complaint, the United States alleged that Defendant Crim:

- (a) Refused to negotiate for the rental of, or made unavailable or denied a dwelling because of race or color, in violation of 42 U.S.C. § 3604(a);
- (b) Made statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on race or color, in violation of 42 U.S.C. § 3604(c); and
- (c) Made representations because of race or color that a dwelling was not available for inspection or rental when such dwelling was in fact so available, in violation of 42 U.S.C. § 3604(d).

The parties desire to avoid costly and protracted litigation and agree that the claims against the defendant should be settled and resolved without further litigation or an evidentiary hearing. Therefore, the parties have agreed to the entry of this Consent Order, as indicated by the signatures below. Therefore, it is **ORDERED, ADJUDGED, and DECREED** as follows:

II. INJUNCTIVE RELIEF

1. Defendant Neysa C. Crim, her employees, partners, agents, successors and assigns, and all those acting in concert or participation with her in the ownership, operation, or management of housing, are hereby enjoined from:

- A. Refusing to rent, or otherwise making unavailable, any dwelling to any person because of the race or color of such person, in violation of 42 U.S.C. § 3604(a);
- B. Making, printing or publishing any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination because of the race or color of any renter or any applicant for rent, in violation of 42 U.S.C. § 3604(c); and
- C. Representing to any person because of race or color that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available, in violation of 42 U.S.C. § 3604(d).

III. MONETARY RELIEF

2. ____ Within ten (10) days of the entry of this Consent Decree, Defendant Crim shall send a check in the amount of \$20,000, payable to Mr. Crump, to counsel for the United States. Upon receiving the check, the United States shall deliver to Defendant Crim a written release (substantially in the form of Attachment A) executed by Mr. Crump.

IV. NOTICE

3. Defendant Crim has represented that she is no longer in the business of managing any residential rental property. For purposes of this Consent Order, “managing” includes, among other things, engaging in activities or making decisions regarding advertising for vacancies, selecting tenants, and maintaining or terminating a tenancy.

4. If within two (2) years of the date of entry of this Consent Decree, Defendant Crim returns to managing a dwelling that is covered by the proscriptions of the Fair Housing Act, 42 U.S.C. § 3604, *et seq.*, or if she purchases or assumes an ownership interest in additional dwellings, Defendant Crim shall notify the United States in writing within thirty (30) days of such event.¹ Defendant Crim shall state the name of the dwelling that he or she has purchased, assumed an ownership interest in, or manages; the location of the dwelling; and the nature of her relationship with the dwelling.

V. DURATION OF CONSENT DECREE

5. This Consent Order shall remain in effect for two (2) years after the date of its entry. The Complaint in this action is dismissed with prejudice. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Order. However, if during that time, Defendant Crim returns to managing a dwelling that is covered by the Fair Housing Act, 42 U.S.C. § 3604, *et seq.*, or if she purchases or assumes an ownership interest in additional dwellings, then the United States may move this Court to impose additional remedial provisions, including, but not limited to, an order imposing additional injunctive relief or mandating the extension of this Order.

6. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Order prior to bringing such matters to the Court for

¹ For purposes of this Consent Order, submissions to counsel for the United States should be to the Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W. - G Street, Washington, D.C. 20530, Attn: DJ# 175-1-231, or as otherwise agreed by counsel.

resolution. However, in the event of a failure by Defendant Crim to perform in a timely manner any act required by this Order or otherwise to act in 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 to have been performed, and an award of any damages, costs, and reasonable attorney's fees which may have been occasioned by the Defendants' violation or failure to perform.

VI. TIME FOR PERFORMANCE

7. Any time limits for performance imposed by this Consent Order may be extended by mutual agreement of the parties.

Done this 16th day of December, 2008.



U.W. Clemon

United States District Judge

ATTACHMENT A
Release of Claims

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Crim*, Case No. 2:08-cv-00172-UWC (N.D. Ala.), and Defendant Crim's payment of the sum of twenty thousand dollars (\$20,000), I, Jimmy Crump, hereby release the defendant named in this action, Neysa C. Crim, from any and all liability for any claims, legal or equitable, that the Plaintiff, may have against her arising out of the issues alleged in the action. I fully acknowledge and agree that this release of Defendant Crim shall be binding on all 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.

Name: _____

Address: _____

Date: _____