

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 PINE PROPERTIES, INC.; PINE TREE )  
 RENTALS, INC.; MORRIS GARDENS )  
 APARTMENTS, INC.; 25 & 33 MORSE )  
 STREET, LLC; 391 WALKER STREET, )  
 LLC; COURAGE REALTY TRUST, and )  
 179 PINE ST. REALTY TRUST, )  
 )  
 Defendants. )

CIVIL ACTION NO. 1:07-cv-11819

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619. The United States alleges that Defendants Pine Properties, Inc.; Pine Tree Rentals, Inc.; Morris Gardens Apartments, Inc.; 25 & 33 Morse Street, LLC; 391 Walker Street, LLC; Courage Realty Trust; and 179 Pine St. Realty Trust (hereinafter "Defendants") engaged in a pattern or practice of discrimination on the basis of national origin, and/or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units that Defendants owned and/or managed in Lowell, Massachusetts.
2. Specifically, the United States alleges that Defendants are engaging in housing practices that discriminate on the basis of national origin, including:
  - a. Telling Cambodian-American persons that their employment and/or credit must be verified before they can see available dwellings while at the same time taking

white persons to see available dwellings without first verifying their employment or credit; and

b. Telling Cambodian-American persons that they must have a separate appointment to see available dwellings while at the same time taking white persons to see available dwellings immediately, with no prior appointment.

3. The United States alleges that through this conduct the Defendants refused to negotiate for the rental of, or otherwise made unavailable or denied housing to persons because of national origin, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of national origin, in violation of 42 U.S.C. § 3604(b); and discriminated by representing to persons because of national origin that dwellings were not available for inspection when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d).
4. The Defendants deny the allegations of discrimination and maintain that they have always welcomed tenants of all races and origins.
5. The United States and Defendants (hereinafter "the Parties") have agreed that in order to avoid protracted and costly litigation, this controversy should be resolved without a trial. Therefore, the Parties consent to the entry of this Consent Decree.

It is hereby **ADJUDGED, ORDERED and DECREED:**

**II. GENERAL INJUNCTION**

6. Defendants, their officers, agents, employees, successors and assigns, and all other persons in active concert or participation with them, are enjoined, with respect to the rental of dwellings, from:
  - a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of national origin, in violation of 42 U.S.C. § 3604(a);
  - b. Discriminating against any person in the terms, conditions or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of national origin, in violation of 42 U.S.C. § 3604(b); and
  - c. Representing to persons because of national origin that any dwelling is not available for inspection when such dwelling is, in fact, so available, in violation of 42 U.S.C. § 3604(d).

**III. NONDISCRIMINATION POLICY**

7. Defendants' responsibilities under this Consent Decree shall apply to each and every residential rental property in Lowell, Massachusetts owned and/or managed by any Defendant. A list of residential rental properties in Lowell, Massachusetts currently owned and/or managed by Defendants (hereinafter "the Subject Properties") is attached at Appendix A. Defendants' signatures to this Consent Decree serve as a certification of the completeness and accuracy of this list.

8. Defendants 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 national origin. The text of the Nondiscrimination Policy shall be as set forth in Appendix B hereto.
9. Within thirty (30) days of the entry of this Consent Decree, Defendants shall distribute the Nondiscrimination Policy described in Paragraph 8 and set forth in Appendix B to all of their employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing 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 Defendants' direction, on an annual basis thereafter.

#### IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

10. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall take the following steps to notify the public of their Nondiscrimination Policy:
  - a. Prominently post at all rental offices the Defendants may currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments 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 Defendants, their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not

compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable.

- 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).

Defendants may add to this disclaimer the additional protected classes covered by Massachusetts state law.

- d. Provide written notification to the designated organizations listed in Appendix C, along with the name and address of all of the Subject Properties, that Defendants rent apartments and that their policy is to rent apartments subject to uniform, nondiscriminatory standards to all qualified persons without regard to race, color, national origin, religion, sex, disability, or familial status (having children under age 18).

## V. TRAINING

11. Within thirty (30) days of the entry of this Consent Decree, Defendants shall provide a copy of this Consent Decree and the Nondiscrimination Policy to their agents and employees involved in showing, renting, or managing 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 D.

12. During the term of this Consent Decree, within five (5) days after each new agent or employee becomes involved in showing, renting, or managing any dwelling unit at any of the Subject Properties, Defendants 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 D.
13. Within one hundred eighty (180) days from the date of entry of this Consent Decree, Defendants' managers, officers, and/or trustees, and Defendants' agents and employees involved in showing, renting, or managing 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 national origin. 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 Defendants. Defendants 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. This 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.

14. At a minimum, the training required in the preceding paragraph shall consist of the following:
  - a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
  - b. A question and answer session for the purpose of reviewing the foregoing areas.

**VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

15. Within sixty (60) days from the date of entry of this Consent Decree, Defendants shall develop and implement, with respect to all dwelling units at all of the Subject Properties, objective, uniform, non-discriminatory standards and procedures for showing available dwelling units to prospective tenants. 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 standards 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, these standards 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.
16. The nondiscriminatory standards and procedures discussed in paragraph 15, above, shall include the use of the following documents, which Defendants shall update as new information becomes available, and retain for the duration of the Consent Decree:
  - a. Guest Cards: Defendants shall prepare a Guest Card for all prospective tenants who inquire in-person about dwelling units at Subject Properties and who identify

themselves orally or in writing. Defendants shall make a good faith effort to include in the Guest Card the following information:

1. The date of the prospective tenant's visit;
2. The prospective tenant's name, address, daytime and evening telephone numbers (if provided by the prospective tenant);
3. The national origin of the prospective tenant, based on the good faith observation of the Defendants, their employees or agents; provided however, that if the Defendants, their employees or agents are unable to identify a prospective tenant's national origin based on a good faith observation, then the Defendants may record "Unknown" on the Guest Card for that prospective tenant.
4. The date on which the prospective tenant wishes to move;
5. The type of dwelling the prospective tenant seeks;
6. Whether the prospective tenant was invited to fill out an application;
7. Whether the prospective tenant filled out an application;
8. Whether the prospective tenant's credit was checked, and if so, the date on which it was checked;
9. Whether the prospective tenant's employment was verified, and if so, the date on which it was verified;
10. Whether the prospective tenant was invited to see available dwelling units. If the prospective tenant was not invited to see available dwelling units, the Guest Card will explain why;



11. The address and unit number for each available dwelling unit shown to the prospective tenant, and the date the unit was shown; and
  12. The names of all employees/agents who assisted the prospective tenant.
- b. Availability List: Defendants 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 reasonably expected to be available for rental within thirty (30) days; monthly rent for each such dwelling unit; security for each such dwelling unit; the date on which the dwelling unit was first added to the Availability List, and the first date (when known) it would be available for rental or occupancy by a new tenant. Defendants and/or their agents/employees shall share information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units. Defendants shall prominently post the Availability List in all rental offices the Defendants may currently or subsequently use for the rental of Subject Properties.
- c. Rental Applications.

#### **VII. COMPLIANCE TESTING**

17. The United States may take steps to monitor Defendants' compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) in which the Defendants conduct rental activities.

#### **VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

18. Within ninety (90) days of the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, Defendants shall deliver to

counsel for the United States<sup>1</sup> a report containing information about Defendants' 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 Standards and Procedures for Showing Available Dwelling Units to Prospective Tenants, pursuant to Sections IV and VI of this Consent Decree;
- 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 Section V of this Consent Decree;
- d. Copies of all fair housing training certifications, pursuant to Section V of this Consent Decree;
- e. Copies of all Guest Cards, Availability Lists, and Rental Applications and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Consent Decree;
- f. An updated list of all Subject Properties.

19. During the period in which this Consent Decree is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the

---

<sup>1</sup> 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 175-36-299, 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.

obligations under this Consent Decree, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists, as well as records relating to the acquisition and/or transfer of interest in Subject Properties as set out in Sections XI and XII, below. Upon reasonable notice to counsel for Defendants, 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, Defendants shall provide copies of such documents.

20. During the period in which this Consent Decree is in effect, Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against Defendants, or Defendants' agents or employees, regarding discrimination based on national origin in housing. If the complaint is written, Defendants 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 (if known). Defendants shall also promptly make available to the United States all relevant, non-privileged information the United States may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

#### **IX. COMPENSATION OF AGGRIEVED PERSONS**

21. Within thirty (30) days of the entry of this Consent Decree, the Defendants shall deposit in an interest-bearing escrow account the total sum of one hundred fourteen thousand dollars (\$114,000.00) for the purpose of compensating any persons whom the Court determines may have been harmed by Defendants' discriminatory rental practices (hereinafter "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, Defendants shall submit proof to the United States that this account has been established and the funds deposited.

22. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.
23. Within sixty (60) days of the entry of this Consent Decree, the Defendants shall publish a Notice to Potential Victims of Housing Discrimination ("Notice") at Appendix E 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 Lowell Sun including at least two (2) occasions on Sunday, in a space measuring at least one-eighth (1/8) of a page;
  - b. The Notice shall also be published on at least four (4) occasions in the 'A' Section (or News Section) of The Bodhipriks News including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
  - c. Defendants 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.
24. Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendants, their agents or employees, upon notice to Defendants' counsel, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon reasonable notice, Defendants shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through Defendants' counsel.

25. Nothing in this Consent Decree shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.
26. Within fifteen (15) days of the entry of this Consent Decree, the Defendants shall send a copy of the Notice to Potential Victims of Housing Discrimination to: Merrimack Valley Legal Services, 35 John Street, Suite 302, Lowell, MA 01852; St. Julie Asian Center, 236 Westford Street, Lowell, MA 01851; Cambodian American League of Lowell, Inc., 60 Middlesex Street Lowell, MA 01852; and Cambodian Mutual Assistance Association, 165 Jackson Street, Lowell, MA, 01854. Defendants shall provide proof of mailing to counsel for the United States.
27. Within fifteen (15) days of the entry of the Consent Decree, the Defendants shall send an abbreviated version of the Notice to Potential Victims of Housing Discrimination (Appendix F) to Lowell Telecommunications Corporation ("LTC"). The parties will request that LTC display Appendix F on its televised "Bulletin Board" for sixty (60) days.
28. Aggrieved persons, as described in paragraph 21, above, shall have one hundred twenty (120) days from the date of the entry of this Consent Decree to contact the United States in response to this Notice.
29. The United States shall investigate the claims of allegedly aggrieved persons and, within one hundred eighty (180) days from 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. Defendants shall permit the United States, upon reasonable notice, to review and copy any non-privileged records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The

United States will inform Defendants 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. Defendants 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.

30. After receiving Defendants' comments, the United States 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 Defendants. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, Defendants shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court.
31. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.
32. When counsel for the United States has received a check from Defendants 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 Defendants. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix G.

33. After the satisfaction of paragraphs 21-32, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the Defendants.

#### **X. CIVIL PENALTY**

34. Within thirty (30) days after the entry of this Consent Decree, the Defendants shall pay a total of forty-four thousand dollars (\$44,000.00) to the United States as a civil penalty, pursuant to 42 U.S.C. 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

#### **XI. ACQUISITION OF RESIDENTIAL RENTAL PROPERTY**

35. If, at any time during the term of this Consent Decree, any Defendant begins managing or renting any other residential rental property in Lowell, Massachusetts, then that property shall become a Subject Property, subject to all relevant provisions of this Consent Decree. The Defendant shall notify counsel for the United States within thirty (30) days of managing or renting another residential rental property. The notice shall include identification of the nature of Defendant'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 national origin of each such tenant, based on the good faith observation of the Defendants, their employees or agents; provided, however, that the Defendants, their employees or agents are under no obligation to inquire about a tenant's national origin and if the Defendants, their employees or agents are unable to identify a tenant's national origin based on a good faith observation, then the Defendants may record "Unknown" on the notice. Defendants shall also include in their notice to counsel for the United States a copy

of the documents memorializing the transfer in management interest and a copy of the lease for any existing tenant(s).

## XII. TRANSFER OF INTEREST IN SUBJECT PROPERTIES

36. If at any time while this Decree remains in effect, a Defendant (“transferring Defendant”) decides to transfer the entirety of its direct or indirect ownership, management, or other financial interest in a Subject Property to an unrelated party (“purchaser” or “transferee”) in an arms-length transaction,<sup>2</sup> the transferring Defendant shall, within thirty (30) days following completion of the sale or other transfer, provide to the United States by first-class mail a copy of the documents memorializing the transfer in interest of the Subject Property along with the purchaser or transferee’s name, address and telephone number (if known).
- a. If the transferring Defendant complies with Paragraph 36, above, and transfers all of Defendant’s ownership, management, or other financial interest in the Subject Property to the purchaser or other transferee, then the transferring Defendant will thereafter be relieved of Defendant’s obligations under Sections II-VII and XI-XII of this Consent Decree, but only with respect to the Subject Property in which its interest was transferred. The transferring Defendant shall otherwise remain liable for compliance with all sections of the Decree and with respect to all other Subject Properties.

---

<sup>2</sup> For purposes of this Consent Decree, “arms-length transaction” is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract or agreement.



- b. Provided that the transfer of a Defendant's ownership, management or other financial interest in a Subject Property occurs in an arms-length transaction, the purchaser or transferee shall not be subject to or bound by any provision of this Consent Decree.

37. If at any time while this Decree remains in effect, a Defendant ("transferring Defendant") decides to transfer interest in a Subject Property in a transaction that is not arms-length, the transferring Defendant shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide to each prospective purchaser or other transferee a copy of this Consent Decree along with written notice that the subject dwelling unit (or units) is (are) subject to Sections II-VII and XI-XII of the Decree;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide to the United States, by facsimile and first-class mail, written notice of its intent to sell or otherwise transfer Defendant's interest in the Subject Property, along with a copy of the notice sent to each prospective transferee, containing each prospective transferee's name, address and telephone number;
- c. Within thirty (30) days following completion of the sale or other transfer, the transferring Defendant shall provide to the United States by first-class mail a copy of the documents memorializing the transfer in interest of the Subject Property; and
- d. The transferring Defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for

compliance with Sections II-VII and XI-XII of this Consent Decree for the duration of this Decree, with respect to the Subject Property.

38. For any transfer of interest that is not arms-length, the transferring Defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II-VII and XI-XII of this Decree with respect to the relevant Subject Property for the duration of the Decree. In addition, the transferring Defendant shall otherwise remain liable for compliance with the Consent Decree and with respect to all other Subject Properties.

### **XIII. SCOPE AND DURATION OF CONSENT DECREE**

39. The provisions of this Consent Decree shall apply to all Defendants, their officers, agents employees, successors and assigns, and all persons acting in active concert or participation with them; provided, however, that this Consent Decree shall not apply to purchasers or transferees who acquire any of the Subject Properties in an arms-length transaction.
40. Upon its entry, this Consent Decree shall remain in effect for three (3) years from September 26, 2007, or until September 26, 2010. By consenting to entry of this Consent Decree, the United States and Defendants agree that in the event Defendants engage 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).
41. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Consent Decree, after which time the case 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.

**XIV. REMEDIES FOR NON-COMPLIANCE**

42. 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 any of the Defendants, 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 any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

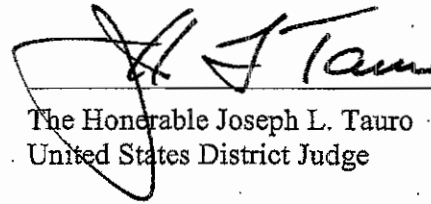
**XV. TIME FOR PERFORMANCE**

43. Any time limits for performance imposed by this 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.

**XVI. COSTS OF LITIGATION**

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

IT IS SO ORDERED this 22 day of January, 2008.



The Honorable Joseph L. Tauro  
United States District Judge

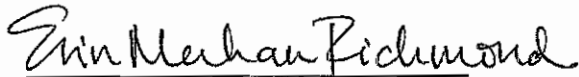
By their signatures below, the parties consent to the entry of this Consent Decree.

**For the United States:**

MICHAEL J. SULLIVAN  
United States Attorney

MICHAEL SADY  
Assistant U.S. Attorney  
1 Courthouse Way  
Suite 9200  
Boston, MA 02210  
(617)748-3550

GRACE CHUNG BECKER  
Acting Assistant Attorney General  
Civil Rights Division

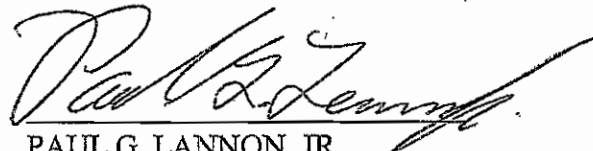


STEVEN H. ROSENBAUM  
Chief

DONNA M. MURPHY  
Deputy Chief

ERIN MEEHAN RICHMOND  
Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Northwestern Building, 7<sup>th</sup> Floor  
Washington, D.C. 20530  
Phone: (202) 514-4713  
Fax: (202) 514-1116

**For Defendants:**



PAUL G. LANNON, JR.  
Holland & Knight, LLP  
10 St. James Ave.  
11<sup>th</sup> Floor  
Boston, MA 02116  
Phone: (617) 523-2700  
Fax: (617) 523-6850

**Appendix A**

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

824-838 Bridge Street  
Lowell, MA 01851

399 Walker Street  
Lowell, MA 01851

173 Nesmith Street  
Lowell, MA 01851

199 Aiken Avenue  
Lowell, MA 01850

161 Stevens Street  
Lowell, MA 01851

15 Wannalancit Street  
Lowell, MA 01854

277 & 287 Pine Street  
Lowell, MA 01851

255 Liberty Street  
Lowell, MA 01851

25 & 33 Morse Street  
Lowell, MA 01851

36 Powell Street  
Lowell, MA 01851

43 Nesmith Street  
Lowell, MA 01851

173-183 Pine Street  
Lowell, MA 01851

848 Bridge Street  
Lowell, MA 01851

**Appendix B**

**NONDISCRIMINATION POLICY**

It is the policy of Pine Properties, Inc., Pine Tree Rentals, Inc., Morris Gardens Apartments, Inc., 25 & 33 Morse Street, LLC, 391 Walker Street, LLC and Courage Realty Trust 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, Pine Properties, Inc., Pine Tree Rentals, Inc., Morris Gardens Apartments, Inc., 25 & 33 Morse Street, LLC, 391 Walker Street, LLC and Courage Realty Trust and all their 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 national origin. 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 national origin;
- 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 national origin;
- 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 national origin; or
- D. Represent to persons because of national origin that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any 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 national origin 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 owner, agent or employee 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**

**LIST OF DESIGNATED ORGANIZATIONS TO RECEIVE  
WRITTEN NOTIFICATION**

**Housing Consumer Education Center**

Community Teamwork, Inc.

167 Dutton Street

Lowell, MA 01852

**Fair Housing Center of Greater Boston**

59 Temple Place #1105

Boston, MA 02111



**Appendix D**

**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 200\_\_, I was provided copies of the Consent Decree entered by the Court in United States v. Pine Properties, Inc., et al., Civil Action No. 1:07-cv-11819 (D. Mass.), and the Nondiscrimination Policy of Pine Properties, Inc., Pine Tree Rentals, Inc., Morris Gardens Apartments, Inc., 25 & 33 Morse Street, LLC, 391 Walker Street, LLC, Courage Realty Trust and 179 Pine St. Realty Trust. 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

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Date

Appendix E

**NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION**  
**BECAUSE OF NATIONAL ORIGIN**  
**AT PINE PROPERTIES IN LOWELL**

On \_\_\_\_\_, 2008, the United States District Court for the District of Massachusetts entered a Consent Decree resolving a housing discrimination lawsuit brought by the United States against Pine Properties, Inc., Pine Tree Rentals, Inc., Morris Gardens Apartments, Inc., 25 & 33 Morse Street, LLC, 391 Walker Street, LLC, Courage Realty Trust and 179 Pine St. Realty Trust. The lawsuit alleged that Defendants engaged in a pattern or practice of housing discrimination against Cambodian-Americans based on national origin at rental properties they own and/or manage in Lowell, Massachusetts, 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 by one or more of the Defendants listed above. You may qualify to recover from this Settlement Fund if you are Cambodian-American, you inquired about residential rental units at the Pine Properties rental office (located at 183 Pine Street in Lowell, Massachusetts) and you believe you were discriminated against because of your national origin.

*If you believe you have been discriminated against because of national origin in connection with Pine Properties, please contact the United States Department of Justice at:  
1-800-896-7743, mailbox 95.*

*You may also e-mail to:*

[fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov)

*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 \_\_\_\_\_, 2008,] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.**

**Appendix F**

If you are Cambodian-American and you believe you have been discriminated against because of national origin in connection with Pine Properties rental properties in Lowell, Massachusetts, you may qualify for relief under a Court Order. *Please contact the United States Department of Justice at: 1-800-896-7743, mailbox 95 or [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov)*

Appendix G

FULL AND FINAL RELEASE OF CLAIMS

I, \_\_\_\_\_, on behalf of myself and family members, agents, heirs, executors, administrators, successors and assigns, pursuant to the terms, provisions, and conditions of the Consent Decree approved by the United States District Court for the District of Massachusetts on \_\_\_\_\_, 2008 in the case of United States v. Pine Properties, Inc., et al., ("lawsuit") and in consideration of the payment of \_\_\_\_\_ do fully, finally and forever release, discharge, and hold harmless Pine Properties, Inc.; Pine Tree Rentals, Inc.; Morris Gardens Apartments, Inc.; 25 & 33 Morse Street, LLC; 391 Walker Street, LLC; Courage Realty Trust; and 179 Pine St. Realty Trust (hereinafter "Defendants"), along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control (hereinafter "Releasees"), from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have against Defendants or any of the Releasees for any of Defendants' actions or statements related to those claims through the date of this Consent Decree, including claims for damages (both compensatory and punitive), costs, fines and attorneys' fees.

I affirm that the only consideration for signing this Full and Final Release of Claims are the terms stated in the Consent Decree signed by the parties, and the monetary payment referenced above. I have accepted the terms of this Release and the Consent Decree because I believe them to be a fair and reasonable settlement and for no other reason. This Release and the Consent Decree contain and constitute the entire understanding and agreement between the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]