

R. ALEXANDER ACOSTA  
 Assistant Attorney General, Civil Rights Division  
 STEVEN H. ROSENBAUM  
 Chief, Housing and Civil Enforcement Section  
 Civil Rights Division  
 By: MICHAEL S. MAURER, Deputy Chief  
 ELIZABETH A. SINGER, Attorney EAS 9214  
 U.S. Department of Justice  
 950 Pennsylvania Avenue, N.W. - G St.  
 Washington, D.C. 20530  
 (202) 514-3812

CHRISTOPHER J. CHRISTIE  
 United States Attorney  
 By: SUSAN CASSELL SCC 8081  
 Assistant United States Attorney  
 970 Broad Street, Suite 700  
 Newark, New Jersey 07102  
 (973) 645-2700

RECEIVED

MAY 12 2005

AT 8:30 M  
 WILLIAM T. WALSH  
 CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE  
 DISTRICT OF NEW JERSEY

\_\_\_\_\_  
 UNITED STATES OF AMERICA,  
 )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 EDWARD FARRO,  
 )  
 )  
 Defendant. )  
 \_\_\_\_\_

Case No. 3:04-cv-05340-SRC-JJH

CONSENT ORDER

I. INTRODUCTION

1. The United States of America filed the Complaint on behalf of Renaldo D. Venable ("Complainant") pursuant to subsection 812(o) of the Fair Housing Act ("the Act"), 42 U.S.C. § 3612(o).

2. The Complaint alleges that Defendant Edward Farro discriminated against Renaldo D. Venable ("Complainant"), an African-American male, on the basis of race or color and sex when he refused to rent him an apartment located at the subject property, a seven-unit apartment dwelling located at 516 1st Avenue in Asbury Park, New Jersey. At all times relevant to the Complaint, Defendant Edward Farro was the owner and lessor of the subject property.

3. The Complaint alleges that in refusing to rent to Complainant, Defendant had: made unavailable or denied a dwelling to Complainant because of race or color, in violation of 42 U.S.C. § 3604(a); made unavailable or denied a dwelling to Complainant because of sex, in violation of 42 U.S.C. § 3604(a); 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 made statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on sex, in violation of 42 U.S.C. § 3604(c).

4. On or about January 13, 2004, Complainant filed a timely complaint with the U.S. Department of Housing and Urban Development ("HUD"), pursuant to 42 U.S.C. § 3610(a), alleging discrimination based on race and sex, in violation of the Act. HUD then conducted and completed an investigation of the complaint and determined that reasonable cause existed to believe that discriminatory housing practices had occurred and issued a Charge of Discrimination. After Defendant elected to proceed in federal court, HUD referred the case to the Department of Justice for filing pursuant to 42 U.S.C. § 3612(o)(1).

5. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1345, § 1331, and 42 U.S.C. § 3612(o).

6. This Consent Order does not constitute an admission of liability by Defendant or a

determination of the validity of any claims asserted by the United States.

7. The parties agree that, in order to avoid costly and protracted litigation, the claims against Defendant should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the parties agree to the entry of this Consent Order. This Consent Order constitutes full resolution of the United States' claims that Defendant discriminated against the Complainants on the basis of race or color and sex.

It is hereby ORDERED, ADJUDGED, AND DECREED:

## II. GENERAL INJUNCTION

8. Defendant, his officers, employees, agents, successors and assigns, and all other persons in active concert or participation with him are enjoined from:

- A. Refusing to rent, refusing to negotiate for the rental of, or engaging in conduct that otherwise makes unavailable or denies dwellings to any renter, or any person associated with that renter, because of race or color and sex, in violation of 42 U.S.C. § 3604(a);
- B. Making, printing or publishing, or causing to be made, printed or published, any notice, statement or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination, or an intent to make such a preference, limitation or discrimination, based on race or color and sex, in violation of 42 U.S.C. § 3604(c); and
- C. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Act, including Complainant, as well as anyone who participated

in HUD's investigation of the administrative complaints that gave rise to this action.

### **III. DAMAGES FOR AGGRIEVED PERSONS**

9. Within thirty (30) days of the entry of this Order, Defendant shall pay to Complainant \$9,000 in monetary damages. Defendant shall pay said money by sending to the United States a check for \$9,000 payable to Renaldo D. Venable. Upon receipt of the check, the United States shall send to Defendant an executed Release of all claims, legal or equitable, that Complainant might have against Defendant relating to the claims asserted in this lawsuit (Appendix A).

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

10. Within ten (10) days of the date of entry of this Order and throughout the term of this Order, Defendant shall post and prominently display in all rental properties owned or operated by him a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

11. Within ten (10) days of the date of entry of this Order and throughout the term of this Order, Defendant shall ensure that all advertising for all rental properties owned or operated by him, in newspapers, telephone directories, radio, television, the Internet, or other media, and on signs, pamphlets, brochures and other promotional literature, include a fair housing logo, the words "equal housing opportunity provider," and/or the following sentence:

We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.

The words or logo should be prominently placed and easily legible.

12. Within thirty (30) days of the entry of this Order, Defendant shall provide to all

employees and tenants of all rental properties owned or operated by them a written notice, conforming with that at Appendix B, describing Defendant's policy of nondiscrimination based on race and sex. Defendant shall also provide this policy to all prospective tenants at the time of application.

#### V. TRAINING

13. Within thirty (30) days of the entry of this Order, Defendant shall provide a copy of this Order to all his agents and employees whose duties, in whole or in part, involve the management or administration of all rental properties owned or operated by him and shall secure the signed statement from each agent or employee acknowledging that he or she has received, read and understands the Order and nondiscrimination policy, and has had an opportunity to have questions about the Order and nondiscrimination policy answered. This statement shall be substantially in the form of Appendix C.

14. During the term of this Order, each new employee or agent whose duties, in whole or in part, involve the management or administration of all rental properties owned or operated by Defendant shall be given a copy of this Order and be required to sign a statement substantially in the form of Appendix C.

15. Within ninety (90) days of the date of entry of this Order, Defendant and all employees and agents whose duties, in whole or in part, involve the management or administration of all rental properties owned or operated by him shall undergo fair housing training. The training shall focus on discrimination because of race or color or sex and shall inform these individuals of their obligations under the Order as well as applicable state or local law. The training shall be conducted by a qualified third party, approved by the United States

and unconnected to Defendant or his employees, agents or counsel, and any expenses associated with this training shall be borne by Defendant. Those who attend the training shall be required to sign a certification confirming their attendance, in a form substantially equivalent to Appendix D.

#### **VI. REPORTING AND RECORD-KEEPING REQUIREMENTS**

16. Within thirty (30) days of the entry of this Order, and thereafter on the anniversary of the entry of this Order, Defendant shall submit to the United States the signed statement of each agent and employee referred to in paragraphs 12–13, except that the final report shall be submitted sixty (60) days prior to the anniversary of this Order.

17. Within thirty (30) days after the training required by paragraph 14, above, Defendant shall provide to the United States: the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and the certifications required by paragraph 14 executed by Defendant and all covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix D.

18. For the duration of this Order, Defendant shall advise counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against Defendant, or against any of Defendant's agents, officers, or employees. Such report shall include the date of the complaint, a description of the nature of the complaint, and contact information for the complaining party. Within fifteen (15) days of the resolution of any such complaints, Defendant shall advise counsel for the United States in writing, of such resolutions.

19. For the duration of this Order, Defendant shall preserve all records related to this Order and to all rental properties owned, operated or acquired by him. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, tenant

files, policies and procedures, and inquiry logs. Upon reasonable notice to Defendant, representatives of the United States shall be permitted to inspect and copy any of Defendant's records or inspect any covered dwelling under Defendant's control at any and all reasonable times so as to determine compliance with the Consent Order; provided, however, that the United States shall endeavor to minimize any inconvenience to Defendant from such inspections.

#### **VII. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION**

20. The Court shall retain jurisdiction for three years after the date of entry of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice. Prior to the expiration of the Order's term, the United States may move the Court to extend the duration of the Order for good cause, including on the basis that Defendant has failed to comply with a provision of this Order.

21. 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 resolution. However, in the event of a failure by Defendant 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 violation or failure to perform.

#### **VIII. TIME FOR PERFORMANCE**

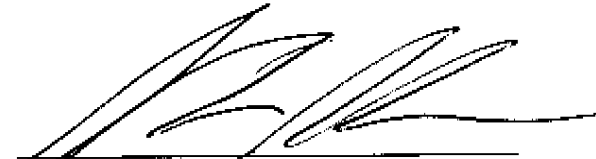
22. Any time limits for performance imposed by this Consent Order may be extended by the mutual, written agreement of the United States and Defendant.

**IX. COSTS OF LITIGATION**

23. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED:**

This 10 day of May, 2005.

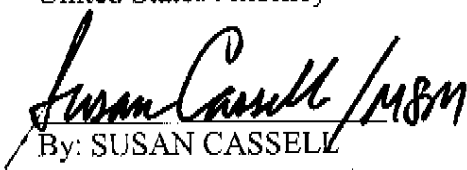
  
UNITED STATES DISTRICT JUDGE



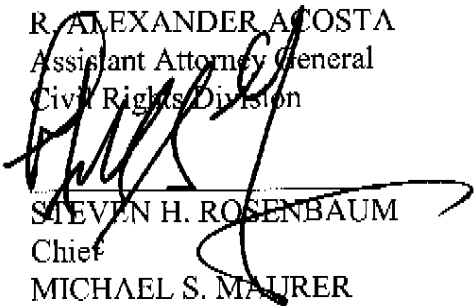
The undersigned apply for and consent to the entry of this Decree:

**FOR PLAINTIFF THE UNITED STATES:**


CHRISTOPHER J. CHRISTIE  
United States Attorney

  
By: SUSAN CASSELL  
Assistant United States Attorney  
970 Broad Street, Suite 700  
Newark, New Jersey 07102  
Phone: (973) 645-2700

R. ALEXANDER ACOSTA  
Assistant Attorney General  
Civil Rights Division

  
STEVEN H. ROSENBAUM  
Chief  
MICHAEL S. MAURER  
Deputy Chief  
ELIZABETH A. SINGER, Attorney  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W. - G St.  
Washington, D.C. 20530  
Phone: (202) 514-3812  
(202) 514-6164  
Fax: (202) 514-1116

**FOR DEFENDANT EDWARD FARRO:**

  
JULES L. ROSSI, ESQ.  
208 Main Street, 2nd Floor  
Asbury Park, NJ 07712  
Phone: (732) 774-5520  
Fax: (732) 774-5870

  
EDWARD FARRO  
c/o Jules L. Rossi, Esq.  
208 Main Street, 2nd Floor  
Asbury Park, NJ 07712  
Phone: (732) 774-5520  
Fax: (732) 774-5870

**APPENDIX A**

**RELEASE OF CLAIMS**

In consideration of the parties' agreement to the terms of the Consent Order entered in United States v. Edward Farro, Civil No. 04-5340 (D.N.J.), and Defendant's payment of the sum of nine thousand dollars (\$9,000), I, Renaldo D. Venable, hereby release the defendant named in this action, Edward Farro, from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action. I fully acknowledge and agree that this release of Defendant 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.

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### NONDISCRIMINATION POLICY

It is the policy of Edward Farro to comply with Title VIII of the Civil Rights Act of 1968 (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, among other things, that Edward Farro and all agents or employees of Mr. Farro with the responsibility for renting, managing or administering any dwelling units must not discriminate on the basis of race, color, or sex in any aspect of the rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from:

A. Refusing to rent, refusing to negotiate for the rental of, or engaging in conduct that otherwise makes unavailable or denies dwellings to any renter, or any person associated with that renter, because of race, color, or sex;

B. Discriminating against any renter in the terms, conditions or privileges of rental of a dwelling because of race, color, or sex;

C. Making, printing or publishing, or causing to be made, printed or published, any notice, statement or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination, or an intent to make such a preference, limitation or discrimination, based on race, color, or sex;

D. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of his/her having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Fair Housing Act.

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 race or disability may constitute a violation of state and federal fair housing laws. Any tenant who believes that any of the above policies has been violated by any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777 or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

**APPENDIX C**

**EMPLOYEE ACKNOWLEDGEMENT**

On \_\_\_\_\_, 200\_\_\_\_, I, \_\_\_\_\_, was instructed by \_\_\_\_\_ with respect to my responsibilities under the Consent Order entered by the U.S. District Court in United States v. Edward Farro, Civil No. 04-5340 (D.N.J.) and the federal Fair Housing Act. I was also instructed as to Edward Farro's rental policies and procedures. I have received copies of and have read the Consent Order and the nondiscrimination policy. I understand my legal responsibilities and will comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

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

\_\_\_\_\_  
Date

**APPENDIX D**

**EMPLOYEE CERTIFICATION**

On \_\_\_\_\_, 200\_\_, I, \_\_\_\_\_, was instructed by \_\_\_\_\_ with respect to my responsibilities under the Fair Housing Act. I understand my legal responsibilities and will comply with those responsibilities.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date