

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ATHENS DIVISION

UNITED STATES OF AMERICA, *

Plaintiff *

v. *

CASE NO: 3:10-cv-75 (CDL)

HOUSING AUTHORITY OF THE *

CITY OF ROYSTON; and CITY OF
ROYSTON, GEORGIA, *

Defendants. *

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 Defendants, City of Royston, Georgia and the Housing Authority of the City of Royston, (“RHA”): (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 Defendants’ conduct constituted: 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 Defendants violated these provisions of the Act by, among other ways: (1) steering applicants and residents based on race or color to housing complexes that RHA located in segregated areas; (2) assigning black applicants to housing complexes that are majority black and located in majority black areas in a

manner that departs substantially from a neutral, non-discriminatory norm; (3) assigning white applicants to housing complexes that are majority white and located in majority white areas in a manner that departs substantially from a neutral, non-discriminatory norm; (4) selecting white applicants over eligible black applicants who had higher positions on RHA's waiting list so that white applicants would be housed in vacant units in majority white complexes; (5) selecting black applicants over eligible white applicants who had higher positions on the RHA's waiting list so that white applicants would not be housed in vacant units in majority black complexes; and (6) failing and refusing to take appropriate actions to overcome the effects of the RHA's past racially discriminatory practices.

3. The United States and the Defendants 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 Defendants, their 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.
- c. Restricting or attempting to restrict the choices of a person by word or conduct in connection with seeking or renting a dwelling so as to perpetuate, or tend to perpetuate, segregated housing patterns, or discouraging or obstructing choices in a community, neighborhood or development on the basis of race or color;
- d. Discouraging any person from inspecting or renting a dwelling because of race or color or because of the race or color of persons in a community, neighborhood or development;
- e. Discouraging the rental of a dwelling because of race or color by exaggerating drawbacks or failing to inform any person of desirable features of a dwelling or of a community, neighborhood, or development;
- f. Communicating to any prospective renter that he or she would not be comfortable or compatible with existing residents of a community, neighborhood or development because of race or color;
- g. Assigning any person to a particular section of a community, neighborhood or development, or to a particular building, because of race or color.

III. NONDISCRIMINATION POLICY

5. The Defendants' responsibilities under this Consent Decree shall apply to each and every residential rental property in which the RHA has or obtains an ownership, management, or other financial interest. A list of residential properties currently owned and/or

managed by the RHA (hereafter “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.

6. The RHA shall 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. The text of the Nondiscrimination Policy shall be in the form of Appendix B.

7. Within thirty (30) days after entry of this Consent Decree, the RHA shall: (a) provide a copy of this Consent Decree and the Nondiscrimination Policy to all of its employees, agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing dwelling units at the Subject Properties; and (b) conduct a question and answer session for all such employees and agents regarding the contents of the Consent Decree and Nondiscrimination Policy. The RHA will secure a 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 Nondiscrimination Policy. This statement shall be in the form of Appendix C.

8. The RHA shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties within five (5) days after the agent or employee is hired. RHA will secure a signed statement from each agent or employee in the form of Appendix C.

9. Within thirty (30) days after the date of entry of this Consent Decree, the RHA shall provide a copy of the Consent Decree and Nondiscrimination Policy to all current tenants in the manner set forth in Section VII infra.

10. Within thirty (30) days after the date of entry of this Consent Decree, the RHA shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices the RHA may currently or subsequently use for the rental of dwellings, and post in other prominent locations where it may be seen by tenants and prospective tenants, 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 RHA, 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 RHA to advertise in any of these media, but does require compliance with this provision whenever the RHA 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. NONDISCRIMINATORY PROCEDURES FOR APPLICATIONS, ASSIGNMENTS, AND TRANSFERS

11. The RHA shall comply with the procedures in paragraphs 12-19 below with respect to the rental of dwellings at the RHA housing complexes to ensure compliance with the Fair Housing Act and to ensure that these dwellings are made available for rent on an equal basis and on the same terms and conditions for all persons, irrespective of race or color.

12. Nondiscriminatory Procedures. Within sixty (60) days after the date of entry of this Consent Decree, the RHA shall develop, implement, and comply with written uniform nondiscriminatory 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 (collectively, “Nondiscriminatory Procedures”). The Nondiscriminatory Procedures shall be submitted to the United States for approval in advance of their implementation as set forth in paragraph 13 infra and shall be consistent with the provisions of this Section.

13. At least thirty (30) days prior to scheduled implementation, the RHA shall submit the Nondiscriminatory Procedures to the United States for review and approval. The United States shall respond within thirty (30) days and shall not unreasonably withhold its approval. If the United States indicates in writing that it does not approve the Nondiscriminatory Procedures, or specific provisions thereof, the implementation of the provisions to which the United States objects shall be delayed, and the RHA and the United States shall seek to resolve their

differences within fourteen (14) days. In the event that the parties cannot agree, then either party may, within fourteen (14) days thereafter, request the intervention of the Court. The RHA may implement the Nondiscriminatory Procedures immediately upon receipt of a no objection notice or upon the expiration of the initial thirty (30) day period described above without receipt of a response from the United States.

14. For the duration of this Consent Decree, the Nondiscriminatory Procedures may be modified only upon prior approval of the United States. At least thirty (30) days prior to any scheduled modification, the RHA shall submit the proposed modification to the United States for review and approval. The United States shall respond within thirty (30) days and shall not unreasonably withhold its approval. If the United States indicates in writing that it does not approve the modification, the implementation of the provisions to which the United States objects shall be delayed, and the RHA and the United States shall seek to resolve their differences within fourteen (14) days. In the event that the parties cannot agree, then either party may, within fourteen (14) days thereafter, request the intervention of the Court. The RHA may implement the proposed modifications to the Nondiscriminatory Procedures immediately upon receipt of a no objection notice or upon the expiration of the thirty (30) day period described above without receipt of a response from the United States.

15. Within fifteen (15) days of implementation of the procedures, the RHA shall post and prominently display the Nondiscriminatory Procedures in any office where there is rental activity and/or personal contact with applicants, and a copy of the Nondiscriminatory Procedures shall be offered to all applicants for the rental of a dwelling.

16. Within five (5) days before implementation of the Nondiscriminatory Procedures, the RHA shall: (a) provide a copy of the Nondiscriminatory Procedures to all of its employees,

agents, or anyone acting under their direction, who have responsibility for showing, renting, or managing dwelling units at the Subject Properties; and (b) conduct a question and answer session for all such employees and agents regarding the contents of the Nondiscriminatory Procedures. The RHA will secure a signed statement from each agent or employee acknowledging that he or she has received the Nondiscriminatory Procedures, has had the opportunity to have questions about the Nondiscriminatory Procedures answered, and agrees to abide by the Nondiscriminatory Procedures. This statement shall be in the form of Appendix D.

17. The RHA shall provide a copy of the Nondiscriminatory Procedures to each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties or employee within five (5) days after the agent or employee is hired. The RHA will secure a signed statement from each such agent or employee in the form of Appendix D.

18. Within fifteen (15) days after implementation of the Nondiscriminatory Procedures, the RHA shall distribute a copy of the Nondiscriminatory Procedures to each RHA household in the manner set forth in Section VII infra.

19. At a minimum, the Nondiscriminatory Procedures shall include the following:

- a. Guest Log: the RHA shall develop and maintain a log that provides the following information for each person who inquiries about renting RHA housing:
 1. time(s) and date(s) on which the person contacted the RHA;
 2. name, address, and daytime and evening telephone numbers; (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. number of persons in the household;
 5. name of the RHA employee who received the inquiry;
 6. manner of the contact (phone, mail, visit, e-mail, etc.);
 7. result of the contact; and
 8. whether the person was invited to fill out an application, and if not, the reasons therefor.
- b. Availability List: the RHA shall develop and update on a daily basis an Availability List that 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, 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.
 4. the date the list was issued or updated.
- c. Preference Indicator Form. The RHA shall create a Preference Indicator Form, which shall be given to each applicant during the application process. The Preference Indicator Form shall fully explain each of the "preferences" that are available under the RHA's Admissions and Continued Occupancy Policy ("ACOP"), and provides a space where the

applicant can indicate which preference(s) the applicant believes he or she is entitled to, and the reason. In addition, the RHA shall require all applicants to sign the Preference Indicator Form stating that they understand the various preferences available and have had an opportunity to apply for each one that they believe they are entitled to. The RHA shall indicate on the Preference Indicator Form whether each preference was granted, the date of that decision, and the name of the RHA employee who assisted the applicant. Also, the RHA shall indicate on the Preference Indicator 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 Form shall be updated for each applicant when that applicant becomes one of the top five members of the waiting list.

- d. Waiting Lists. The RHA shall develop and maintain separate waiting lists for each size unit that contains each applicant's name and race, current address, daytime and evening telephone numbers, the number of household members, the size of unit for which the applicant is eligible, and applicable preference(s) if any. The RHA shall also indicate, for each applicant, the time and date he or she was placed on the list and the name of the RHA employee who received the applicant's application. The rank of each applicant on the waiting list shall be determined in accordance with the RHA's most recent ACOP and in accordance with the requirements set

forth in this Section. The RHA shall produce an updated Waiting List after each housing placement. The RHA shall maintain complete, accurate, and up-to-date records to support each applicant's rank on the waiting list, the type of dwelling for which each applicant is eligible, and the preference RHA gives to each applicant, if any. The RHA shall record all offers of available units that it makes to persons on the waiting lists and all placements accepted by persons on the waiting list as set forth in paragraph 19(f) ("Placement Log") infra.

- e. Transfer Lists. The RHA shall develop and maintain a list of residents seeking to transfer to other units at the RHA ("Transfer List"). The Transfer List shall contain the resident's name and race, current address, daytime and evening telephone numbers, the number of household members, the size of unit for which the resident is eligible, the date and time of the transfer request, the reason for the transfer request, the assigned category, and the name of the RHA employee who received the resident's request for a transfer. The rank of each applicant on the transfer list shall be determined in accordance with the RHA's most recent ACOP and in accordance with Section IX, para. 41 infra. The RHA shall maintain complete, accurate, and up-to-date records to support each applicant's rank on the transfer the list, the type of dwelling for which each applicant is eligible, and the preference RHA gives to each applicant, if any. The RHA shall record all offers of available units that it makes to persons on the

transfer lists and all placements accepted by persons on the transfer list as set forth in paragraph 19(f) (“Placement Log”) infra.

- f. Placement Log. The RHA shall develop and maintain a log that lists RHA’s offers of housing and housing placements. The Placement Log shall include, for each vacant unit: the name, current address, and daytime and evening telephone number of each applicant considered for placement in that unit; the time(s) and date(s) on which the RHA attempted to contact each applicant; the name of the RHA 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 the applicant was offered the unit, and the date and time of such offer; the applicant’s response to the offer; and the number of days the applicant had been on the Waiting List or Transfer List at the time of the placement offer. If the highest-ranking applicant currently on the Waiting List or Transfer List for that size unit is not offered the first unit that has become ready for rental, the RHA shall fully explain why on the Placement Log, attaching any supporting documentation. If RHA offered an applicant more than one unit, the Placement Log shall provide the reason RHA offered the applicant more than one unit, attaching supporting documentation. If the applicant rejected a unit, the Placement Log shall provide the reason for the rejection.
- g. Occupancy Lists. The RHA shall develop and maintain a tenant occupancy list that is updated monthly that lists the tenants residing at each of the

RHA complexes. The occupancy list for each complex shall indicate the resident's name, address, daytime and evening telephone number, move-in date, size of the unit (e.g., number of bedrooms), number of persons in the household occupying the unit, the race of the leasing resident, and whether the tenant received a preference as elderly/disabled.

- h. Rental Applications. The RHA shall permit all persons who inquire about renting a dwelling unit the opportunity to complete a written rental application. The RHA shall write legibly on each rental application filled out by a prospective tenant the month, day, year, and time that the RHA received the application. The RHA shall process the applications in the order in which they are received. Within three (3) days of the decision to reject an applicant, the RHA shall return a copy of the application to the applicant and explain in writing the reason for the RHA's decision, including any supporting documentation, and the name of the RHA employee who made the decision. The RHA shall retain all rental applications and copies of correspondence in its files.
- i. Information to Prospective Applicants. The RHA shall inform all persons who inquire about renting any dwelling that they may fill out an application and, if they qualify, will be put on a waiting list; 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 the consequences of rejecting an offer of housing; and that they will be treated equally, irrespective of race or color.

- j. Policy for Affirmatively Furthering Fair Housing. The RHA shall develop and implement a Policy for Affirmatively Furthering Fair Housing that sets out the specific steps the RHA will take to reduce the racial concentration at its seven housing complexes. The Policy may also set forth steps to permit residents to transfer voluntarily to other complexes to reduce racial concentration at its housing complexes.

V. TRAINING

20. Within one hundred twenty (120) days after the date of entry of this Consent Decree, and annually thereafter, all agents or employees of the RHA 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. All training required by this section 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 RHA.

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

- a. informing each attendee of his or her duties and obligations under this Consent Decree as well as under the Fair Housing Act;
- b. ensuring that each attendee receives or has received a copy of this Consent Decree, the Nondiscrimination Policy, and the RHA's written Nondiscriminatory Procedures (as defined in Section IV);
- c. explaining that the RHA's Nondiscriminatory 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 areas; and
- e. securing a signed certification in the form of Appendix E from each attendee indicating that he or she has received, read, and understood this Consent Decree and the RHA's Nondiscriminatory Procedures.

22. Each new agent or employee who has responsibility for showing, renting, or managing dwelling units at the Subject Properties shall undergo the training required by paragraphs 20 and 21 above within sixty (60) days after the agent or employee is hired.

VI. LOCATION OF NEW PUBLIC HOUSING UNITS

23. For the duration of this consent decree, if RHA undertakes to develop or acquire additional public housing units, it shall notify the United States at least sixty (60) days before entering into any contracts or obligations to do so, and shall ensure that such additional units are located in areas that do not further racial segregation at the RHA.

VII. NOTIFICATION TO TENANTS

24. Within thirty (30) days of entry of this decree, RHA shall distribute by first-class mail, postage pre-paid to all tenants the Nondiscrimination Policy set forth at Appendix B.

25. Within thirty (30) days of entry of this decree, RHA shall distribute by first-class mail, postage pre-paid to all tenants, a summary of this Consent Order set forth at Appendix I.

RHA shall make available a copy of the consent decree to any tenant or prospective tenant upon request.

26. Within fifteen (15) days after the United States approves the “Nondiscriminatory Procedures” required by Section IV above, RHA shall distribute such procedures by first class mail to all current residents of RHA and shall provide a copy of such procedures to each prospective applicant at the time they complete an application with RHA.

VIII. COMPLIANCE TESTING

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

IX. IDENTIFICATION OF AND RELIEF FOR AGGRIEVED PERSONS

28. Within thirty (30) days of the entry of this Consent Decree, the RHA shall deposit in an interest bearing escrow account the total sum of two-hundred and seventy thousand dollars (\$ 270,000) for the purpose of compensating any persons whom the Court determines may have been harmed by the RHA’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 RHA shall submit proof to the United States that this account has been established and the funds deposited.

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

30. The RHA shall publish and distribute a Notice to Potential Victims of Housing Discrimination (“Notice”), attached as Appendix F, informing readers of the availability of

compensatory funds and the availability of requesting a transfer to another complex. The Notice shall be published and distributed as follows:

- a. Within sixty (60) days after the date of entry of this Consent Decree, the Notice shall be published on at least four (4) occasions in the “A” Section (or News Section) of *Athens Banner-Herald* including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- b. Within sixty (60) days after the date of entry of this Consent Decree, the Notice shall also be published on at least four (4) occasions in the “A” Section (or News Section) of the *Anderson Independent-Mail*, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- c. The RHA 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.
- d. Within thirty (30) days after the date of entry of this Consent Decree, the RHA shall provide a copy of the Notice to the organizations listed in Appendix G.
- e. Within thirty (30) days of the entry of this Order, RHA shall distribute a copy of the Notice to each current tenant of the Subject Properties, and shall mail a copy of the Notice to the last-known address of all former tenants who resided at the Subject Properties at any time since January 1, 2002. Within forty-five (45) days of entry of this Order, RHA shall

provide to counsel for the United States certification or proof that the Notice has been sent to all current and former tenants.

31. Each notice shall invite potential aggrieved persons to contact counsel for the United States concerning their complaints within 120 days from the entry of this order.

32. The RHA shall permit the United States, upon reasonable notice, to inspect and copy any documents, information, or records in its possession, custody, or control, or that of its agents or employees, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon request by the United States, the RHA shall provide copies of such records.

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

34. The United States shall investigate the claims of potentially aggrieved persons, within one hundred eighty (180) days after the date of entry of this Consent Decree, shall make a preliminary determination of which persons are aggrieved and the appropriate relief to provide to such persons. This includes a determination of whether such person shall be entitled to monetary relief, and the appropriate amount of damages that should be paid to such person in the event monetary relief is warranted. It also includes a determination of which persons, regardless of whether they are determined to be entitled to monetary relief, are entitled to a transfer and the United States' recommendation on an appropriate placement for such person. The RHA 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.

35. The United States will inform the RHA in writing of its preliminary determination of persons who are aggrieved and entitled to damages and provide a copy of a sworn declaration

from each aggrieved person setting forth the factual basis of the claim. The RHA shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that it believes may refute the claims. The parties shall have thirty (30) days to endeavor, in good faith, to resolve any differences regarding the list of persons entitled to monetary relief and/or the appropriate amount of damages to be awarded to each person, prior to submitting their recommendations to the Court for resolution and/or approval.

36. After completion of the process described in paragraph 35, the parties shall submit their joint final recommendations to the Court for approval, if they agree, or separate recommendations, if they do not agree. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, the RHA shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court

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

38. When counsel for the United States has received a check from the RHA payable to an aggrieved person and a signed release in the form of Appendix H 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 RHA. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix H.

39. After the satisfaction of paragraphs 31-38 above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the RHA.

40. The United States also shall inform the RHA in writing of its preliminary determination regarding persons who are aggrieved and entitled to a transfer, the basis for such

determination, and a recommendation on a proposed placement in one or more of RHA's housing complexes. The RHA shall have fourteen (14) days to review the United States' determination and proposed placement and provide to the United States any documents or information that it believes may refute the claims. The RHA and the United States shall seek to resolve their differences within thirty (30) days. In the event that the parties cannot agree, then either party may, within thirty (30) days thereafter, request the intervention of the Court.

41. On the date that the United States provides its written determination that a person is entitled to a transfer, the RHA shall record all information in the manner required in paragraph 19 (e) ("Transfer Lists"). RHA shall process the transfers in the order in which they are received and in accordance with the most recent Admissions and Continued Occupancy Policy ("ACOP"), except that such transfers shall be processed after Category A (Emergency Transfers) and before Category B (Immediate Administrative Transfers for Renovation Work) and Category C (Regular Administrative Transfers). Transfer requests pursuant to this section shall be processed ahead of families on the waiting list. Aggrieved persons for whom a transfer placement in a particular complex has been agreed to or ordered by the Court shall receive the first available unit of the size they need in that complex.

X. RECORD KEEPING AND REPORTING REQUIREMENTS

42. Within ninety (90) days after the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, the RHA shall deliver to counsel for the United States a report containing information about the RHA'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 Section III of this Consent Decree;
- b. copies of standard rental applications and rental agreements, pursuant to Section III of this Consent Decree;
- c. copies of all Employee Acknowledgment forms, pursuant to Section III of this Consent Decree;
- d. copies of all fair housing training certifications, pursuant to Section V of this Consent Decree;
- e. copies of all documents referenced in Section IV generated in the current reporting period, including Visitors Logs, Availability Lists, Waiting Lists, Transfer Lists, Preference Indicators, Placement Logs, Occupancy Lists, and Rental Applications.
- f. copies of existing tenant rules and regulations, including any updates to the ACOP; and
- g. written verification that the notices to tenants have been distributed as

43. For the duration of this Consent Decree, the RHA 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 Sections III and IV, as well as records relating to the acquisition of interest in Subject Properties as set out in Section XI below. Upon reasonable notice, the RHA shall permit the United States to inspect and copy all such documents, or upon request by the United States, the RHA shall provide copies of such documents.

44. For the duration of this Consent Decree, the RHA 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 RHA, or against any of its employees or agents, regarding discrimination based on race or color in housing. If the complaint is written, the RHA 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 RHA 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.

XI. ACQUISITION OF RESIDENTIAL RENTAL PROPERTY

45. If, at any time during the term of this Consent Decree, the RHA 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 RHA 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 RHA'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 RHA 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).

XII. SCOPE AND DURATION OF CONSENT DECREE

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

47. This Consent Decree shall remain in effect for five (5) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and the RHA agree that in the event the RHA 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).

48. 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.

XIII. REMEDIES FOR NON-COMPLIANCE

49. 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 RHA, 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.

XIV. TIME FOR PERFORMANCE

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

XV. COSTS OF LITIGATION

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

IT IS SO ORDERED this 29th day of September, 2010.

S/Clay D. Land
CLAY D. LAND
UNITED STATES DISTRICT JUDGE

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

For the United States:

s/ Randolph Aderhold
H. RANDOLPH ADERHOLD
Civil Chief
Georgia Bar No. 005150
United States Attorney's Office
Middle District of Georgia
Gateway Plaza
300 Mulberry Street, 4th Floor
Macon, Georgia 31201
(478) 752-3511

s/Sameena Shina Majeed
STEVEN H. ROSENBAUM
Section Chief
Housing and Civil Enforcement Section
REBECCA B. BOND
Deputy Chief
SAMEENA SHINA MAJEED
Trial Attorney
District Court Bar ID# 842870
Housing and Civil Enforcement Section
Civil Rights Division

U.S. Department of Justice
950 Pennsylvania Avenue, N.W.-G. St.
Washington, D.C. 20530
(202) 305-1311
(202) 514-1116 (fax)

**Counsel For Defendants City of Royston and
Housing Authority of the City of Royston:**

s/ Michael S. Green

MICHAEL S. GREEN

Runyan & Green, LLC.

794 Church Street

P.O. Box. 60

Royston, GA 30662

(706) 245-9293

Roystonlaw@bellsouth.net

Appendix A

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

Royston Homes

Curry Homes

Weatherly Homes

Thornton Homes

Turner Homes

Gilbert Homes

Gaines Homes

Appendix B

NONDISCRIMINATION POLICY

It is the policy of the Housing Authority for the City of Royston, Georgia (RHA) 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 RHA 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 RHA 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 RHA 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
CONSENT DECREE AND RHA NONDISCRIMINATION POLICY

I acknowledge that on _____, 2010, I was provided a copy of the Consent Decree entered by the Court in *United States v. Housing Authority of the City of Royston, et al.*, Civil Action No. _____ (M.D. Ga.), and the RHA 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

EMPLOYEE ACKNOWLEDGMENT
RHA NONDISCRIMINATORY PROCEDURES FOR APPLICATIONS,
ASSIGNMENTS, AND TRANSFERS

I acknowledge that on _____, 2010, I was provided a copy of the RHA Nondiscriminatory Procedures for Applications, Assignments, and Transfers. I have read and understand this document and have had my questions about this document answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Date

Appendix E

CERTIFICATION OF FAIR HOUSING ACT TRAINING

On _____, I attended training on the Fair Housing Act. At the training I had, or was provided, a copy of this Consent Decree, the RHA Nondiscriminatory Policy, and the RHA Nondiscriminatory Procedures. I have read and understand these documents and have had all of my questions concerning these documents and the Fair Housing Act answered to my satisfaction.

Signature

Print Name

Date

Appendix F

**NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION
BECAUSE OF RACE OR COLOR AT
ROYSTON HOUSING AUTHORITY COMPLEXES**

On _____, 2010, the Royston Housing Authority settled a lawsuit brought by the United States. That lawsuit is called the *United States v. Housing Authority of the City of Royston, et. al.*, Civil Action No. ____, in the United States District Court for the Middle District of Georgia. In that lawsuit, the United States claimed that the Royston Housing Authority violated the federal Fair Housing Act because it discriminated on the basis of race or color against tenants at Royston's housing complexes.

There is now a court order in place (called a consent decree) which provides relief for current or former tenants of Royston Housing Authority. For example, if the Royston Housing Authority assigned you or transferred you to a particular housing complex because of your race or color, you may be able to transfer to another unit at another complex.

In addition, you may be able to receive money to compensate you if the Royston Housing Authority denied you a rental unit because of your race or color, or denied you a rental at a particular complex because of your race or color. You may also qualify to receive money if the Royston Housing Authority delayed in giving you a rental unit because of your race or color or refused to transfer you because of your race or color.

If you believe you have been discriminated against because of race or color in connection with the Royston Housing Authority, please contact the United States Department of Justice at: 1-800-896-7743, mailbox 96.

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# 175-19M-91***

You must call or write on or before and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers or email addresses where you may be reached.

Appendix G

Metro Fair Housing Services, Inc.
1514 East Cleveland Avenue, #118
East Point, GA 30344

Georgia Legal Services Program
Athens Regional Office
525 S. Milledge Avenue
P.O. Box 1788
Athens, Georgia 30603

Georgia Legal Service Program
Gainesville Regional Office
705 Washington Street, NW
Suite B-1
Gainesville, Georgia 30501

Appendix H

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Decree entered in *United States v. Housing Authority of the City of Royston*, et. al., Civil Action No. ____, in the United States District Court for the Middle District of Georgia (“the Action”), I hereby release and forever discharge the Housing Authority of the City of Royston, and the City of Royston, Georgia (“the Defendants”), including all of their 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

Date

Appendix I

NOTICE TO RESIDENTS OF THE CITY OF ROYSTON HOUSING AUTHORITY

On _____, 2010, the United States filed and settled a lawsuit against the Royston Housing Authority. That lawsuit is called the *United States v. Housing Authority of the City of Royston*, et. al., Civil Action No. ____, in the United States District Court for the Middle District of Georgia. In that lawsuit, the United States claimed that the Royston Housing Authority violated the federal Fair Housing Act because it discriminated on the basis of race or color against tenants at Royston's housing complexes. Below is a summary of the main provisions of the Consent Decree, which settled the case.

1. **Injunction against Discrimination.** The Housing Authority cannot discriminate against a tenant or applicant on the basis of his or her race or color in any aspect of the rental of a unit.
2. **Nondiscrimination Policy.** The Housing Authority will publish and distribute to tenants a Nondiscrimination Policy regarding the rental of units.
3. **Nondiscrimination Procedures for Applications, Assignments, Transfers and Services.** The Housing Authority will develop and follow new Nondiscrimination Procedures for responding to inquiries from persons interested in renting units, for processing applications, for assigning and transferring tenants to units, and for providing services to tenants.
4. **Training.** Employees of the Housing Authority will attend in-person training on the Fair Housing Act each year.
5. **Location of New Public Housing Units.** The Housing Authority will notify the United States if it intends to build new public housing units and will ensure that new units are located in areas that do not further racial segregation.
6. **Notification of Tenants.** The Housing Authority will notify tenants of its Nondiscrimination Policy, its Nondiscrimination Procedures, and the Consent Decree.
7. **Compliance Testing.** The United States may take steps to monitor the Housing Authority's compliance with the Consent Decree, including fair housing tests.
8. **Identification of and Relief for Aggrieved Persons.** The Housing Authority will reserve \$270,000 in an escrow for the purpose of compensating tenants or applicants whom the Court determines may have been harmed by the Housing Authority's discriminatory practices. Tenants who have been discriminated against may be entitled to transfer to another unit or complex.
9. **Record Keeping and Reporting.** The Housing Authority will provide the United States with a report every six months about its compliance with the Consent Decree.

10. Acquisition of Residential Rental Property. The Housing Authority will notify the United States if it purchases or otherwise acquires an interest in other residential rental property.

11. Scope and Duration of Decree. The Consent Decree will remain in effect for five (5) years.

12. Remedies for Non-Compliance and Other Matters. The United States may ask the Court to impose a remedy if the Housing Authority does not comply with the Consent Decree. The parties may modify the terms of the Consent Decree by mutual written agreement or by asking the Court.

If you would like to obtain a copy of the Consent Decree, please contact the Royston Housing Authority.