IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO WESTERN DIVISION

UNITED STATES OF AMERICA,)	
Plaintiff,)	
٧.)	CIVIL ACTION NO. 1:11cv00059 Hon. Sandra S. Beckwith, Senior Judge
HENRY E. BAILEY,)	Hon. Karen L. Litkovitz, Magistrate Judge
Defendant.)	

CONSENT JUDGMENT

I. ADMISSION OF LIABILITY

- 1. This action was brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (hereinafter "Fair Housing Act" or "FHA"), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619.
- 2. In its complaint, the United States alleges that Defendant Henry E. Bailey (hereinafter "Bailey" or "Defendant") engaged in a pattern or practice of discrimination on the basis of sex and/or denied rights granted by the FHA to a group of persons in violation of 42 U.S.C. § 3614(a) in connection with the rental of dwelling units Bailey owned and managed in the Cincinnati, Ohio, metropolitan area.
- 3. Specifically, the United States alleges that between at least March 1991 and January 2011, Bailey subjected actual and prospective female tenants to severe, pervasive, and unwelcome harassment. Such conduct is alleged to have included, but is not limited to, unwanted verbal sexual advances; unwanted sexual touching; entering the apartments of female tenants without permission and notice; granting and denying tangible housing

- benefits based on sex; and taking adverse actions against female tenants when they refused his sexual advances, all in violation of 42 U.S.C. §§ 3604(a), (b), (c), and 3617.
- 4. The United States and Defendant agree that the Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 42 U.S.C. § 3614(a).
- 5. Defendant admits to violating the Fair Housing Act as alleged in the United States' Complaint and hereby withdraws his previously filed answer, docket no. 3.
- 6. As indicated by the signatures appearing below, the United States and Defendant agree to the entry of this Consent Judgment.

It is hereby ORDERED, ADJUDGED and DECREED:

II. INJUNCTIVE RELIEF

- 7. Defendant, his employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with him are hereby enjoined from:
 - a. Refusing to rent a dwelling unit, refusing or failing to provide or offer information about a dwelling unit, or otherwise making unavailable or denying a dwelling unit to any person because of sex;
 - Discriminating against any person in the terms, conditions, or privileges of renting a
 dwelling unit, or in the provision of services or facilities in connection therewith,
 because of sex;
 - c. Making, printing, publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the rental of a dwelling unit that states any preference, limitation, or discrimination based on sex; or

- 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 her having aided and encouraged any other person in the exercise or enjoyment of, any right granted by 42 U.S.C. §§ 3603-3606.
- 8. Defendant has represented that he does not currently own, rent, or manage any residential rental properties with the exception of 3642 Northdale Place in Cincinnati, Ohio, which Defendant has represented is currently unoccupied. Defendant is hereby permanently enjoined from operating, consulting, managing, staffing, participating in, working in (whether paid or unpaid), or otherwise having any involvement in the management, rental, or maintenance of the subject properties in this action, including 3642 Northdale Place, or of any other residential rental units.
- 9. In the event that Defendant owns or controls any residential rental properties other than 3642 Northdale Place in the future, and/or in the event that Defendant decides to rent any unit at 3642 Northdale Place, then he shall retain an independent management company, approved by the United States (hereinafter "the Management Company"), to manage the rental of any and all residential rental properties in which Defendant has a direct or indirect ownership, management, or financial interest. The Management Company shall be familiar with the requirements of the Fair Housing Act. Defendant is permanently enjoined from managing such residential rental properties, including 3642 Northdale Place, except under the conditions specified in paragraphs ten (10) through fourteen (14) below.
- 10. Defendant shall retain the Management Company within fourteen (14) days of his purchase, lease, or assumption of control of any new residential rental properties, and/or

decision to rent any unit at 3642 Northdale Place, and shall continue to retain such company for as long as he owns, controls, or rents such properties. If, after retaining the Management Company, Defendant wishes to change companies, he may do so.

However, each and every independent management company retained by Defendant must be approved by the United States and must comply with the requirements for the Management Company as described in this Consent Judgment.

- 11. The Management Company shall be responsible for all aspects of management of 3642

 Northdale Place and any other properties that are rented or available for rent, including showing and renting units, making repairs, collecting rents, determining whom to rent to and/or evict, and all other aspects of the rental process and management.
- 12. Defendant shall refrain from entering the premises of 3642 Northdale Place if any unit is occupied, and any other rental properties except that he may do so, when accompanied by a Management Company representative, if it is necessary for Defendant to inspect the property or show it to a prospective buyer and that function cannot be reasonably delegated to an agent.
- 13. For as long as Defendant owns or controls any residential rental properties, including 3642 Northdale Place in the event that any unit at that property is rented, he shall require the Management Company to do the following:
 - a. Implement, subject to the United States' approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure shall be provided to counsel for the United States within fourteen (14) days of the date that Defendant commences to own, lease, or control any new residential

rental property, and/or lease any unit at 3642 Northdale Place.¹ This policy and procedure shall be implemented within fourteen (14) days after counsel for the United States indicates that the policy and procedure are satisfactory to the United States. At that time, the Management Company shall notify all new and current tenants at the residential rental property(ies) of the policy and procedure.

- b. Ensure that all of its employees who will be performing any duty in connection with 3642 Northdale Place, and/or any other residential rental property that Defendant has purchased, leased, or assumed control of, are familiar with the requirements of the Fair Housing Act, particularly as they pertain to sex discrimination and sexual harassment.
- c. Post an "Equal Housing Opportunity" sign indicating that all apartments are available for rent on a non-discriminatory basis in all rental offices through which any residential rental property owned, leased, or controlled by Defendant is rented. A sign no smaller than eleven (11) inches by fourteen (14) inches that comports with 24 C.F.R. Part 110 will satisfy this requirement.
- d. Require that all advertising for any residential rental property owned, leased, or controlled by Defendant that is conducted in newspapers, in telephone directories, on radio, on television or in other media, including electronic media, and all billboards, signs, pamphlets, brochures, and other promotional literature, include either a fair housing logo, the words "equal housing opportunity provider," and/or the following sentences:

¹ Any and all documents, instruments, or written materials required by this Consent Judgment to be sent to the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ# 175-58-234.

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 legible and prominently placed.

- e. Send to counsel for the United States every six (6) months, a list of all tenants at any residential rental property owned, leased, or controlled by Defendant, including 3642

 Northdale Place if any unit is occupied, including at least one telephone number for each tenant.
- f. Immediately notify counsel for the United States in the event that it obtains any information indicating that Defendant is in violation of this Consent Judgment.
- g. Provide any information reasonably related to compliance with this Consent

 Judgment that is requested by counsel for the United States.
- 14. Defendant shall notify counsel for the United States in the event that he purchases, inherits, or otherwise acquires an interest in any residential rental real estate property in addition to 3642 Northdale Place. Such written notification shall be made within fourteen (14) days after the purchase, inheritance, or acquisition.

III. DAMAGES FOR AGGRIEVED PERSONS

15. Defendant agrees that entry of this Consent Judgment constitutes the entry of a civil judgment against him for a total of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$855,000.00), exclusive of post-judgment interest at the legal rate, of which a total of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00), again exclusive of post-judgment interest at the legal rate, is for monetary damages owed to persons whom the United States has identified as aggrieved persons. A list of such persons and the amounts owed to each is attached as Appendix A.

16. The EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) in damages referenced in paragraph fifteen (15) above is a debt for willful and malicious injury by Defendant of the identified aggrieved persons. Defendant agrees that the EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) in damages referenced in paragraph fifteen (15) is not dischargeable in any current or future bankruptcy. Defendant shall not seek to discharge any part of this debt in bankruptcy.

IV. CIVIL PENALTY

- 17. Defendant agrees that FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), exclusive of post-judgment interest at the legal rate, of the EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLAR (\$855,000.00) civil judgment referenced in paragraph 15 is for the United States, and is a civil penalty to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C).
- 18. In the event that Defendant engages in any future violation(s) of the FHA, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).
- 19. The civil penalty referenced in paragraph seventeen (17) above is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States and is not compensation for actual pecuniary loss. Defendant agrees that the FIFTY-FIVE THOUSAND DOLLARS referenced in paragraph seventeen (17) is not dischargeable in any current or future bankruptcy. Defendant shall not seek to discharge any part of this debt in bankruptcy.

V. SCOPE OF CONSENT JUDGMENT

20. The provisions of this Consent Judgment shall apply to Defendant, his employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with him.

VI. MODIFICATIONS, ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE

- 21. Any time limits for performance imposed by this Consent Judgment may be extended by the mutual written agreement of the parties. The other provisions of this Consent Judgment 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 thirty (30) days from the date of the filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Judgment or until such time as the Court indicates through a written order that it has not approved the modification.
- 22. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in paragraph twenty-three (23) below.
- 23. The parties to this Consent Judgment shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Judgment prior to bringing such matters to the Court for resolution. However, in the event the United States contends there has been a failure by the Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Judgment or otherwise to comply 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 attorney's fees which may have been occasioned by the Defendant's violation or failure to perform.

VII. MISCELLANEOUS PROVISIONS

- 24. The underlying lawsuit filed by the United States is an action or proceeding by the United States to enforce its police or regulatory power within the meaning of 11 U.S.C. § 362(b)(4).
- 25. Within one hundred eighty (180) days of the date of entry of this Consent Judgment, and thereafter on the anniversary of the date of this Consent Judgment, until the monetary judgment and civil penalty in paragraphs 15 and 17, respectively, are paid in full, Defendant shall submit to counsel for the United States a completed Financial Statement in the form of Appendix B.

VIII. RETENTION OF JURISDICTION

26. This Consent Judgment shall be in effect for a period of five (5) years from its entry, except for paragraphs seven (7) through fourteen (14), which shall be permanent, and paragraph 25, which shall be in effect until payment is made in full. The Court shall retain jurisdiction for the duration of this Consent Judgment to enforce its terms, after which time this case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Judgment in the interests of justice. The expiration of the Consent Judgment shall not extinguish or otherwise affect Defendant's debt for any unpaid portion of the monetary judgment referenced in paragraphs 15 and 17.

IT IS SO ORDERED:

This May of July 2012.

UNITED STATES DISTRICT JUDGE

Respectfully submitted this 13th day of July, 2012.

For Plaintiff United States of America:

CARTER M. STEWART United States Attorney THOMAS E. PEREZ Assistant Attorney General Civil Rights Division

DONETTA D. WIETHE
Deputy Civil Chief
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For Defendant Henry E. Bailey:

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E-mail: thelewislawfirm@aot.com

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APPENDIX A Identified Aggrieved Persons and Amounts to be Paid

1.)	Victoria Baines	\$ 40,000.00
2.)	Saketa Hardy	\$ 40,000.00
3.)	Andrea Houston	\$ 100,000.00
4.)	Aisha Hughes	\$ 100,000.00
5.)	Marolynn Jennings	\$ 40,000.00
6,)	Shawna Letcher	\$ 25,000.00
7.)	Amber Owens	\$ 40,000.00
8.)	Vivian L. Riley	\$ 100,000.00
9.)	Rebecca Sims	\$ 25,000.00
10.)	Arvella Washington	\$ 25,000.00
11.)	Demetria Whitfield	\$ 62,500.00
12.)	Evelyn Rice	\$ 40,000.00
13.)	Laronda Lisembee	\$ 100,000.00
14.)	Cassandra Johnson	\$ 62,500.00

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APPENDIX B

U.S. Department of Justice
Financial Statement of Debtor
(Submitted for Government Action on Claims Due the United States)

NOTE: Use additional sheets where space on this form is insufficient or continue on back of last page.

FINANCIAL STATEMENT OF DEBTOR

Authority for the solicitation of the requested information is one or more of the following: 5 U.S.C. 301, 901 (see Note, Executive Order 6166, June 10, 1933); 28 U.S.C. 501, et seq.; 31 U.S.C. 951, et seq.; 44 CFR 3101; 4 CFR 101, et seq.; 28 CFR 0.160, 0.171 and Appendix to Subpart Y. Fed R.Civ.P. 33(a), 28 U.S.C. 1651, 3201 et seq.

The principal purpose for gathering this information is to evaluate your ability to pay the Government claim or judgment against you. Routine uses of the information are established in the following U.S. Department of Justice Case File Systems published in Vol. 42 of the Federal Register: Justice/CIV-001 at page 53321; Justice/TAX-001 at page 15347; Justice/USA-00 at pages 53408-53410, Justice/CRIM-016 at page 12774. If the requested information is not furnished, the U.S. Department of Justice has the right to such disclosure of the information by legal methods.

Section 1 - Personal Information
1. Full Name(s)
1a. Home Telephone: ()
lb. Cellular Number: ()
Street Address:
City
State Zip
County of Residence:
How long at this address?
2. Marital Status: Married Separated Not Married (single, divorced, widowed)
2a. Spouse's Name
2b. Spouse's Date of Birth
3. Your Social Security Number
4. Your Date of Birth
5Own HomeRentOther (specify, i.e. share rent, live with relative)

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Work Telephone l	No. ()			
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7b. Occupation (ti	tle)			
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8. Spouse's emplo	yer		•	
Street Address				
City	State	Zip		
Work Telephone	No. ()			
8a. How long with	State			
8b. Occupation (ti	itle)			
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15b. Full name of Credit In	stitution Credit Li	mit Current	Bal. Minimum Monthly Payment
Name	<u> </u>	\$	\$State
Address	City		State
Zip			
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16. LIFE INSURANCE.			
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Section 6 - Other			
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If yes, who is the creditor? Date of Judgment	A name of	? Doht ¢	
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If yes date filed			

Date discharged					
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To whom was it trans:	ferred? e any increase in house				
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How much will it incr	ease?				
17i. Are you a benefic	ciary of a trust or an est	tate?Yes_	No		
If yes, name of trust/e	state? ount to be received? \$_		4.44		
If yes, anticipated and	ount to be received? \$_				
When will amount be	received?				
17j. Are you a particit	received? cant in a profit sharing	plan? Yes	No No		
If yes, name of plan?_					
Value of plan \$					
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	Value Current Loan B				
188,	\$ \$ \$ \$		**************************************		Φ
180.	<u> </u>		de		Dames and the same of the same
10 1 5 4 5 5 5 4 1 1 7 0	MOBILES, TRUCKS	S AND OTHE	ים ז' זרייאוכ	TITY A CCT	TC Include
	cles, trailers, etc. (if yo				
boats, KV S, motorcy	ries, maners, etc. (ii yo	u necu adamo	mai space, a	nach a sept	arate sheet.
Description Current	Lease Balance Name (of Landan	Lanca Data	a Mond	alar Doamante
198.	\$ \$	***************************************			**************************************
190,					······································
ATTACHMENTS D	REQUIRED. Please in	aluda yayın arın	nantainhanna	nt from la	ador with
	nent and current balance				
monuny veniore pays	ione and carrone balance	o or ino tour t	Of CHOST COLL	ore purena	sed of reased,
OF ALEST ARE	. List all real estate you	own (If you	nood additio	enal enare	attach a congrete
sheet.)	. List an teat estate you	i own. (ii you	need additio	nan space,	attacit a separate
alicot.)					
Lender/Lien Holder	Actual Property				
Street Address, City	Street Address, City	Date	Purchase	Current	Monthly
State, Zip	State, Zip	Purchased	Price	Balance	Payment
			\$	\$	S
20a	w. with the wife and a supplication of the sup				<u> </u>
4V0.	· · · · · · · · · · · · · · · · · · ·		_\$	\$	

21. PERSONAL ASSETS. List all personal assets below. (If you need additional space, attach a separate sheet.) Line 21a. Furniture/Personal effects includes the total current market value of your household such as furniture and appliances. Line 21b. Other includes all jewelry, artwork, antiques, collections and/or other assets not already listed on this statement.

	Current	Loan		Monthly
Description	Value	Balance	Lender	Payment
21a, Furniture/Personal Effects	S	S		\$
(see note above)		**************************************		
21b. Other (see note above)				
	\$	\$	الوالة المتعلقة في المتعلقة ا	\$
	\$	\$\$		<u> </u>
	\$	\$		BUILD-SHAME COMMAND CO
	\$	\$		\$
	\$	\$		\$\$
· · · · · · · · · · · · · · · · · · ·	\$	\$		\$\$
	_ \$	<u> </u>		<u> </u>
	\$	\$		\$
ምልጥኔ፣ የእየረጎለክለው				
TOTAL INCOME Source	Mont	lalar.		
22a. Gross Wages (you)	\$	πy		
22b. Gross Wages (spouse)	\$	1-1-1-1		
22c. Interest/Dividends	\$ \$			
22d. Net Business Income	\$			
22e. Net Rental Income	\$ \$			
22f. Pension/Social Security (y	·	 		
22g. Pension/Social Security (y	ou) s			
(spouse)	\$			
22h, Child Support	\$	to a constitute are an alway earner provide the M		
22i. Alimony	\$			
22j. Other	\$ \$			
123.	Ψ'			
TOTAL LIVING EXPENSE	S			
Expense Items (We generally d	lo not allow	you to claim to	uition for priv	vate schools, college
expenses, charitable donations,				
Items		al Monthly	ŕ	
23a. Rent/Mortgage	\$	_		
23b. Electric	\$			
23c. Natural Gas	\$	The state of the s		
23d. Cable TV	\$	The second secon		
23e. Telephone	\$			
23f. Water	\$			
23g. Food	\$			

Signature	Social Security No.	Date
knowledge and belief, it is true, cos	nformation given in this statement and, to the rect and complete, and I further declare that or income of any nature other than as shown	I have no assets,
	CERTIFICATION	
copies of any paper work to	support orallis of times 22j, 25q of 24d.	
months. Conies of any paperwork to	support claims on lines 22j, 23q or 24d.	
	equiring payment and proof of such payment	s for the last 3
insurance, property taxes, et		
 Proof of all current expense 	s that you paid for last 3 months, including t	itilities, rent,
• A copy of your last Form 10		
ATTACHMENTS REQUIRED. I	Please include:	
24d. Other (specify)	1.2)	
24c. Union Dues	\$	
24b. Insurance	<u>\$</u>	
24a. Taxes (Federal, State, FlCA)	\$	
DEDUCTIONS FROM WAGES		
23q-Other expenses (specify)	<u>\$</u>	
23p. Life Insurance	\$	
23o. Child/Dependent Care	\$	
23n. Child Support	\$	
23m. Court Ordered Payments	\$	
231. Clothing & Misc.	\$	
23k. Cell Phone/Pager	\$	
23j. Car Insurance	\$	
23i. Gasoline	\$	
23h. Car Payment	\$	

WARNING

False statements are punishable up to five years imprisonment, a fine of \$250,000 or both pursuant to 18 U.S.C. § 1001.