

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
and	)	
	)	
JEREMIAH STADTLANDER,	)	
Intervenor- Plaintiff	)	
	)	
v.	)	Civil Action No. 09-0237-CG-N
	)	
WARREN PROPERTIES, INC.,	)	
WARREN VILLAGE (MOBILE)	)	
LIMITED PARTNERSHIP, FRANK	)	
R. WARREN, LAURIE WEAVER,	)	
AND EVELYN GRAVES,	)	
Defendants.	)	

CONSENT DECREE

Plaintiff United States, Intervenor Jeremiah Stadtkander and Defendants Warren Properties, Inc., Warren Village (Mobile) Limited Partnership and Frank R. Warren agree to the terms of this Consent Decree resolving this action filed by Plaintiff United States.

I. INTRODUCTION

On April 29, 2009, the United States of America filed a Complaint on behalf of Jeremiah Stadtkander against defendants Warren Properties, Inc., Laurie Weaver and Evelyn Graves. On August 17, 2009, Jeremiah Stadtkander filed an intervenor complaint against the same defendants, pursuant to 42 U.S.C. § 3612(o)(2). On March 17, 2010, the United States and Mr. Stadtkander filed amended complaints, adding Warren Village (Mobile) Limited Partnership and Frank R. Warren as defendants.

The United States and Mr. Stadtlander allege that Jeremiah Stadtlander is handicapped or disabled within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h) and that he has paraplegia, which substantially limits his ability to walk and climb stairs.

Specifically, the United States and Jeremiah Stadtlander allege that at the time he moved into the residential apartments owned and operated by Warren Properties, Inc., Warren Village (Mobile) Limited Partnership and Frank R. Warren (herein, the "Warren Defendants"), Jeremiah Stadtlander needed to use full-length leg braces and crutches to ambulate.

The Complaints allege that Defendants discriminated against Jeremiah Stadtlander, who was a resident of Warren Village Apartments in Mobile, Alabama ("the Mobile, Alabama Property"), by refusing his requests for an apartment with a ground level entrance as a reasonable accommodation of his disabilities.

The Mobile, Alabama Property is a 196-unit apartment complex located in Mobile, Alabama, and is owned by Warren Village (Mobile) Limited Partnership and is managed by Warren Properties, Inc. At all times relevant to this action, Evelyn Graves and Laurie Weaver were employed by the Warren Defendants, and Frank R. Warren was the general partner of Warren Village (Mobile) Limited Partnership, a shareholder in Warren Properties, Inc. and the chief corporate officer of Warren Properties, Inc. At the time of the entry of this Consent Decree, Warren Properties, Inc. provides management support for all the properties shown in Appendix A, hereinafter referred to as "Subject Properties."

The Complaints allege the following: that the Defendants discriminated in the rental of, or otherwise made unavailable or denied, a dwelling to Mr. Stadtlander because of disability, in violation of 42 U.S.C. § 3604(f)(1)(A); that the Defendants discriminated against Mr. Stadtlander in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2)(A); and that the Defendants discriminated against Mr. Stadtlander by refusing to make reasonable accommodations in rules, policies, practices, or services, which were necessary to afford Mr. Stadtlander an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

On or about February 22, 2008, May 27, 2008 and July 16, 2008, original and amended complaints were timely filed with the United States Department of Housing and Urban Development ("HUD") pursuant to 42 U.S.C. § 3610(a), alleging discrimination on the basis of disability, among other things. HUD conducted an investigation of the complaint and determined that reasonable cause existed to believe that discriminatory housing practices had occurred, and it issued a Charge of Discrimination. After the Complainants 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).

The Defendants deny that they discriminated against Mr. Stadtlander on the basis of disability. The Defendants have entered into this Consent Decree for settlement purposes only, and neither the entry of the Decree nor any action taken under it should be construed as an admission by the Defendants of any fault or wrongdoing, or as an admission of the validity of the United States' or Mr. Stadtlander's claims.

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). The parties further agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the claims in the Complaints that the Defendants discriminated against the Intervenor on the basis of disability.

It is hereby ADJUDGED, ORDERED and DECREED:

II. GENERAL INJUNCTION

1. The Warren Defendants, their agents, employees, officers or contract workers whose duties, in whole or in part, involve the management, sale or rental of units at the Subject Properties, and all other persons in active concert or participation with them, are enjoined from violating the Fair Housing Act on the basis of race, color, religion, sex, familial status or national origin and from:

a. discriminating in the sale or rental, or from otherwise making unavailable or denying a dwelling to any buyer or renter because of a disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1);

b. discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(2);

c. refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling as required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(B); and

d. making, printing, or publishing a notice or statement with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on disability, in violation of 42 U.S.C. § 3604(c).

III. DAMAGES FOR JEREMIAH STADTLANDER, FEES, and, COSTS

2. Within forty-five (45) days of the entry of this Decree, the Defendants shall pay to the Plaintiff-Intervenor, Jeremiah Stadtkander, the sum of \$1,195,000.00 in monetary damages. The check will be made payable to the Escrow Account of Wiggins, Childs, Quinn & Patazis, LLC and to Jeremiah Stadtkander. Upon receipt of the check, counsel for Mr. Stadtkander shall send to the Defendants an executed Release of all claims, legal or equitable, that Mr. Stadtkander has or might have against the Defendants arising from the allegations raised in this action (Appendix B).

3. Within forty-five (45) days of the entry of this Decree, the Defendants shall pay to Plaintiff United States of America the sum of \$55,000.00 for fees and costs, made payable to the United States Treasury.

IV. NONDISCRIMINATION POLICY

4. Within thirty (30) days of the entry of this Decree and throughout the term of this Decree, the Warren Defendants shall post and prominently display in the Subject Properties a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. These posters shall be plainly visible to all persons, including those who use wheelchairs.

5. Within thirty (30) days of the entry of this Decree and throughout the term of this Decree, the Warren Defendants shall ensure that any advertising for the Subject Properties, 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 clearly legible.

6. Within thirty (30) days of the entry of this Decree, the Warren Defendants shall provide to all residents of the Subject Properties they own and/or manage a written notice, conforming with Appendix C describing their policy of nondiscrimination. The Warren Defendants shall also provide this policy to all prospective residents at the time of application.

V. REASONABLE ACCOMMODATION POLICY

7. Within sixty (60) days after the date of entry of this Decree, and subject to approval by the United States, the Warren Defendants shall adopt and implement (for the Subject Properties) specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations. These standards shall comply with the requirements of 42 U.S.C. § 3601, *et seq.*, and include the following provisions:

a. The Warren Defendants shall provide to all current and prospective residents of the Subject Properties complete copies (including all sides of multi-page documents) of the Reasonable Accommodation forms attached as Appendices D, E, F and G.

b. The Warren Defendants shall use the following forms at all the Subject Properties: Request for Reasonable Accommodation ("Request Form") (Appendices D and E); and Approval or Denial of Reasonable Accommodation Request Form ("Approval Form") (Appendix F). Oral requests for Reasonable

Accommodations will be recorded by the Property Manager using the form in Appendix E.

c. The policy will contain a provision stating that all requests for accommodation shall be acknowledged by the Reasonable Accommodation Facilitator, copied to the Subject Property Manager, within ten (10) days of the request.

d. The policy shall state that those requesting a reasonable accommodation shall be notified in writing by the Reasonable Accommodation Facilitator of the decision regarding their request for accommodation within fourteen (14) days of the request (or sooner if the situation requires an immediate response); if the Warren Defendants cannot grant the request as made, the Warren Defendants, through the Facilitator, are required to engage in an interactive process with the resident or prospective resident to discuss whether an alternate accommodation can be made available; in the event the interactive process is unsuccessful, resulting in a denial of the request, an explanation of the basis for such denial shall be included in this written notification.

e. The policy will contain a provision stating that the Warren Defendants shall consider all requests for accommodations because of disability and shall grant those requests that are reasonable within the meaning of the Fair Housing Act. The policy shall also include a provision explaining that the Warren Defendants shall engage in an "interactive process" with the resident or prospective resident in an effort to grant the request.

f. The policy will contain a provision stating that the Warren Defendants shall not impose any additional fees, costs, or otherwise retaliate against any person at any of the Subject Properties who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests and, if applicable, receive a reasonable accommodation. In the event the reasonable accommodation request involves a reasonable modification to the structure of the interior or exterior areas of the dwelling or to common and public use areas (e.g., widening doorways for wheelchairs; lowering kitchen cabinets; adding ramps for wheelchair access, etc.), the current or prospective resident is responsible for paying the costs of the modifications.

g. In the event a resident's or prospective resident's disability is

not obvious as it relates to the requested accommodation, information may be provided from the resident or prospective resident which credibly demonstrates the disability; evidence that the individual (if under 65 years of age) receives Supplemental Security Income or Social Security Disability Insurance Benefits; a note, report or prognosis from a doctor or other medical professional; verification from a peer support group or non-medical service agency which relates to the stated disability; or, a statement from a reliable third party (e.g., treating psychiatrist, psychologist, other healthcare provider, parent, guardian, care-giver, husband, wife or partner) who is in a position to have observed and know the resident's or prospective resident's disability. Ordinarily, the resident's or prospective resident's medical records or detailed information is not necessary for this inquiry; however, in exceptional circumstances or when the nature of the resident or prospective resident's condition gives rise to an objective question about the reliability of the third party's statement, then medical records or more detailed information may be requested.

8. Within ninety (90) days of the date of entry of this Decree, the Warren Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each current resident at the Subject Properties by delivering a copy by hand to each dwelling unit at those properties.

9. For the duration of this Decree, the Warren Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each new resident of the Subject Properties prior to the prospective residents being asked to sign a lease or sales agreement.

10. The Warren Defendants shall post the Reasonable Accommodation Policy in a conspicuous location in the management office of each of the Subject Properties, easily visible to residents and prospective residents including those who use wheelchairs.

11. If the Warren Defendants propose to change these guidelines, they shall first notify the United States¹ with a copy of the proposed changes. If the

¹ The Defendant shall send all documents, notices, and other communications required by the Decree to be sent to the United States to: United States Attorney, Southern District of Alabama, Civil Division, 63 South Royal Street, Suite 600, Mobile, AL 36602 and reference Civil Action No. 09-0237 and USAO Internal Control 2009V00121.

United States does not deliver written objections to the Warren Defendants within sixty (60) days of receiving the proposed changes, the changes may be effected. If the United States makes any objections to the proposed changes within the sixty (60) day period, the specific changes to which the United States objects shall not be effected until the objections are resolved.

12. The Warren Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Consent Decree. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date on which the request was received; (c) the nature of the request; (d) whether the request was granted, was granted in modified form as a result of the interactive process, including the details of the discussions, or denied; and (e) if the request was denied, the reason(s) for the denial.

13. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, the Warren Defendants shall provide written notice, in a form substantially equivalent to Appendix G attached hereto, of those standards to each current and future resident of the Subject Properties.

VI. REASONABLE ACCOMMODATION FACILITATOR

14. At its Home Office, Warren Properties, Inc. shall establish an employee position titled "Reasonable Accommodation Facilitator." While the Facilitator may have other duties, the primary purpose of this employee is to be available to discuss, explain, and facilitate the handling of reasonable accommodation requests. The Facilitator shall at all times be trained, educated and current on matters involving the Americans with Disabilities Act and Fair Housing requirements. The Facilitator shall be the point of contact to which any resident, prospective resident, or person associated with that resident or prospective resident of the Subject Properties will have direct access to apply for or request a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Resident managers, assistant managers, and/or relief managers employed at the Subject Properties have no discretion or authority to deny any reasonable accommodation request or to withhold any information pertaining to reasonable accommodations (verbal or

written) from the Facilitator. The Facilitator's toll free telephone number, facsimile number, email address and mailing address will be provided on all materials relating to a request, response, approval or denial of a request for reasonable accommodations provided to any resident or prospective resident at the Subject Properties.

During the duration of this Decree, a Facilitator or assistant Facilitator with the equivalent training, shall be available during all normal business hours of the Home Office.

VII. TRAINING & EDUCATIONAL PROGRAM

15. Within thirty (30) days of the entry of this Decree, the Warren Defendants shall provide a copy of this Decree and the nondiscrimination and reasonable accommodation policies to all of their agents, employees or contract workers whose duties, in whole or in part, involve the management, sale or rental of units at the properties they own and/or manage at the Subject Properties and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Decree and policies, and has had an opportunity to have questions about the Decree and policies answered. This statement shall be substantially in the form of Appendix H.

16. During the term of this Decree, within thirty (30) days after the date he or she commences an agency or employment relationship with the Warren Defendants, each new agent, employee or contract worker whose duties, in whole or in part, involve the management, sale or rental of units at the Subject Properties shall be given a copy of this Decree and the nondiscrimination and reasonable accommodation policies and be required to sign the statement acknowledging that he or she has received and read the Decree and policies, and had an opportunity to have questions about the Decree and policies answered. This statement shall be substantially in the form of Appendix H.

17. Within ninety (90) days of the date of entry of this Consent Decree, the Warren Defendants and all of their agents, officers, employees or contract workers whose duties, in whole or in part, involve the management, sale or rental of units at the Subject Properties shall undergo training on the requirements of the Fair Housing Act, including the duty to provide reasonable accommodations for persons with disabilities. The training shall be conducted by a qualified

third-party, who is unconnected to the Defendants or their employees, agents or counsel, and approved by the United States. All expenses associated with this training shall be borne by the Warren Defendants. The Warren Defendants shall provide to the United States, within thirty 30 days after the training, the name(s), addresses(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by each Defendant and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix I.

VIII. REPORTING AND RECORD-KEEPING REQUIREMENTS

18. Within ninety (90) days of the entry of this Decree, and thereafter on the anniversary of the entry of this Decree, the Warren Defendants shall submit to the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the expiration of this Decree. The compliance report shall include: (a) the signed statement of each agent and employee referred to in paragraphs 15-17, above; (b) copies of the Warren Defendants' nondiscrimination and reasonable accommodation policies submitted pursuant to Sections IV and V, above; and (c) copies of any advertisements, pamphlets, brochures or other promotional literature of the Warren Defendants concerning the Subject Properties.

19. For the duration of this Decree, the Warren Defendants shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against the Warren Defendants or any of the Warren Defendants' agents or employees or contract workers. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information for the complaining party. Within fifteen (15) days of the resolution of any such complaint, the Warren Defendants shall notify counsel for the United States, in writing, providing the details of the resolution.

20. For the duration of this Decree, the Warren Defendants shall preserve all records related to this Decree and any other documents related to the management, sale or rental of units at properties it owns or for which it provides any management support or responsibility. Such documents include, but are not limited to, applications, leases, requests for reasonable accommodation, evidence that each resident has been presented the policies on nondiscrimination and

reasonable accommodations and an opportunity to request an accommodation, tenant files, policies and procedures, all correspondence with residents and all notebooks, logs and computer information that relates to correspondence with residents, and tenant tracker and unit availability logs. Upon reasonable notice to Warren Defendants, representatives of the United States shall be permitted to inspect and copy any of the Warren Defendants' records or inspect the Subject Properties owned and/or managed by the Warren Defendants at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendants from such inspections.

IX. COMPLIANCE TESTING

21. The United States may take steps to monitor the Warren Defendants' compliance with this Decree including, but not limited to, conducting fair housing tests at any dwelling in which either Warren Defendant, now or in the future, has a direct or indirect ownership, management, or financial interest.

X. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

22. The Court shall retain jurisdiction for four (4) years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree for good cause, including on the basis that the Defendants have failed to comply with a provision of the Decree.

23. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by either of the Warren Defendants or their agents, employees, officers or contract workers whose duties, in whole or in part, involve the management, sale or rental of units at the Subject Properties, to perform in a timely manner any act required by this Decree 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 that may have been occasioned by the violation or failure

to perform.

XI. TIME FOR PERFORMANCE

24. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Warren Defendants.

XII. COSTS OF LITIGATION

25. With the exception of the costs and attorneys' fees described in Section III above, each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED:

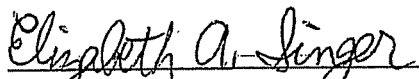
This 27th day of December, 2010.

s/Callie V. S. Granade
UNITED STATES DISTRICT JUDGE

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

FOR PLAINTIFF UNITED STATES OF AMERICA

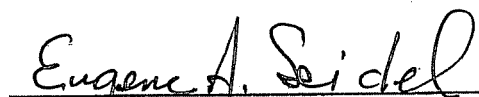
THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division



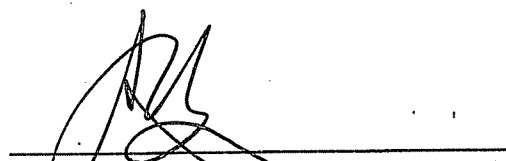
STEVEN H. ROSENBAUM
Chief

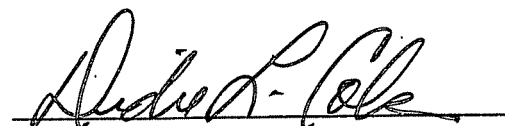
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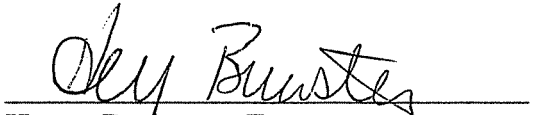

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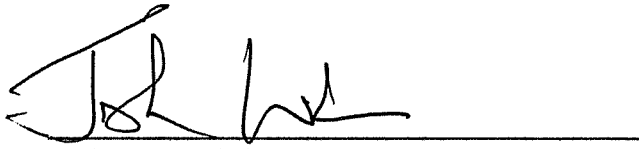

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FOR PLAINTIFF-INTERVENOR

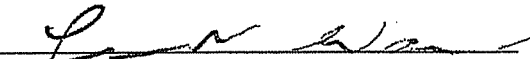

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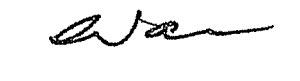

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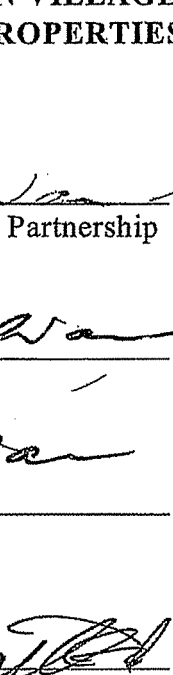

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**FOR DEFENDANTS WARREN VILLAGE (MOBILE) LIMITED
PARTNERSHIP; WARREN PROPERTIES, INC.; and, FRANK R.
WARREN**


Warren Village (Mobile) Limited Partnership


Warren Properties, Inc.


Frank R. Warren


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APPENDIX A**LIST OF PROPERTIES SUBJECT TO CONSENT DECREE**

COMPLEX	STREET ADDRESS	CITY	STATE	ZIP CODE	NUMBER OF UNITS
WARREN HOUSE	555 EXECUTIVE DRIVE	HUNTSVILLE	AL	35816	163
MOUNTAIN LODGE	365 SHELTON ROAD	MADISON	AL	35758	48
WARREN HOUSE	6964 AIRPORT BLVD	MOBILE	AL	36608	215
WARREN VILLAGE	6427 AIRPORT BLVD	MOBILE	AL	36608	197
WARREN INN	6501 AIRPORT BLVD	MOBILE	AL	36608	227
WARREN HOUSE	2269 EASTERN BYPASS	MONTGOMERY	AL	36117	242
WARREN HOUSE	2000 RESERVOIR RD	LITTLE ROCK	AR	72227	223
WARREN PARK MESA	1433 W UNIVERSITY	MESA	AZ	85201	92
WARREN HOUSE	1457 W UNIVERSITY	MESA	AZ	85201	106
WARREN HOUSE EAST	2911 E INDIAN SCHOOL RD	PHOENIX	AZ	85016	258
BRENTWOOD GARDENS	930 W INDIAN SCHOOL RD	PHOENIX	AZ	85013	96
WARREN HOUSE	2420 N 24TH STREET	PHOENIX	AZ	85008	68
WARREN HOUSE NORTH	6060 N SEVENTH ST	PHOENIX	AZ	85014	67
CAMELBACK	1545 CAMELBACK	PHOENIX	AZ	85015	92
CASABLANCA	1116 W INDIAN SCHOOL RD	PHOENIX	AZ	85013	121
WARREN 24TH	3024 N 24TH ST	PHOENIX	AZ	85016	50
FALLING WATERS	4301 N 24TH ST	PHOENIX	AZ	85016	124
WARREN WINDSOR	1741 E THOMAS RD	PHOENIX	AZ	85016	35
PARK THOMAS EAST	5245 E THOMAS RD	PHOENIX	AZ	85018	70
ALVERNON MANOR	919 N ALVERNON WAY	TUCSON	AZ	85711	86
BURBANK EXTENDED STAY INN	2021 W OLIVE	BURBANK	CA	91506	78
WARREN BOSTONIA	1242 NORTH FIRST STREET	EL CAJON	CA	92021	30
MILLBROOK COUNTRY CLUB APT	3373-3393 N MILLBROOK	FRESNO	CA	93726	150
(intentionally blank)	n/a	n/a	n/a	n/a	n/a
VERDUGO DEVELOPMENT CO.	610 S VERDUGO	GLENDALE	CA	91205	60
4821 W CENTURY BLVD	4821 W CENTURY BLVD	INGLEWOOD	CA	90301	36
4949 W CENTURY BLVD	4949 W CENTURY BLVD	INGLEWOOD	CA	90301	24
RESEDA APARTMENTS	7745 RESEDA	RESEDA	CA	91335	59
WARREN OAKS	2430 FAIR OAKS	SACRAMENTO	CA	95825	205
WARREN HOUSE	610 HOWE AVE	SACRAMENTO	CA	95825	92
WARREN FULTON	1400 FULTON AVE	SACRAMENTO	CA	95825	92
7016 N ROSEMEAD	7016 N ROSEMEAD	SAN GABRIEL	CA	91775	54
KINGSTON APTS	5401 SEPULVEDA	SHERMAN OAKS	CA	91411	90

COMPLEX	STREET ADDRESS	CITY	STATE	ZIP CODE	NUMBER OF UNITS
WARREN HOUSE	3000 UNIVERSITY	WEST DES MOINES	IA	50266	174
WARREN TERRACE	3050 UNIVERSITY	WEST DES MOINES	IA	50266	157
WARREN HOUSE	2400 NORTHWESTERN	W LAFAYETTE	IN	47906	52
WARREN HOUSE	3500 SW 29TH ST	TOPEKA	KS	66614	160
WARREN HOUSE	7626 AIRLINE HWY	BATON ROUGE	LA	70814	118
ANCHORAGE MARINA (boat slips only)	1640 HARBOR DR	SLIDELL	LA	70458	97
WARREN ANCHORAGE	1244 HARBOR DR	SLIDELL	LA	70458	117
WARREN HOUSE OMAHA	9755 MOCKINGBIRD DR	OMAHA	NE	68127	149
WARREN HOUSE SOUTH	950 LOUISIANA SE	ALBUQUERQUE	NM	87108	92
WARREN LOUISIANA	1000 LOUISIANA SE	ALBUQUERQUE	NM	87108	65
WARREN PARK	900 CONTINENTAL LOOP SE	ALBUQUERQUE	NM	87108	100
WARREN HOUSE	7601 LOMAS NE	ALBUQUERQUE	NM	87110	79
CASA DE WARREN	1200 LOUISIANA NE	ALBUQUERQUE	NM	87110	48
WARREN WEST	1001 LOUISIANA SE	ALBUQUERQUE	NM	87110	77
WARREN CONTINENTAL	920 CONTINENTAL LOOP SE	ALBUQUERQUE	NM	87108	101
WARREN SANDIA	920 LOUISIANA SE	ALBUQUERQUE	NM	87108	153
WARREN CORONADO	6230 INDIAN SCHOOL RD NE	ALBUQUERQUE	NM	87110	506
WARREN INN	3357 CERRILLOS RD	SANTA FE	NM	87505	171
WARREN INN	1850 N CARSON ST	CARSON CITY	NV	89701	52
WARREN HOUSE EAST	1025 SIERRA VISTA	LAS VEGAS	NV	89109	76
VICTORIA PARK APARTMENTS	801 N KELLY	EDMOND	OK	73003	40
QUAIL PLAZA APARTMENTS	11004 N MAY AVENUE	OKLAHOMA CITY	OK	73120	92
WARREN HOUSE	4025 N MERIDIAN	OKLAHOMA CITY	OK	73112	110
SPRING HOLLOW CONDOMINIUMS	11433 SPRING HOLLOW DR	OKLAHOMA CITY	OK	73120	64
WILLOW CLIFF APARTMENTS	5304 WILLOW CLIFF RD	OKLAHOMA CITY	OK	73122	396
OPEN WORLD APARTMENTS	2413 EAST 55TH PLACE	TULSA	OK	74105	74
AUTUMN WOODS APARTMENTS	5151 S UTICA	TULSA	OK	74133	120
WOODLAND HILLS	8502 E 66TH PLACE S	TULSA	OK	74133	280
SAWMILL APARTMENTS	12903 E 35TH PLACE	TULSA	OK	74134	240
WARREN HOUSE	9015 TEN MILE RD	KNOXVILLE	TN	37923	223
WARREN HOUSE	420 WELSHWOOD DR	NASHVILLE	TN	37211	122
WARREN TERRACE	441 WELSHWOOD DR	NASHVILLE	TN	37211	162
CASA DE WARREN	4215 WESTERN	AMARILLO	TX	79109	100
WARREN HOUSE	2439 TOWN LAKE CIRCLE	AUSTIN	TX	78741	57
OAKWOOD CONDOMINIUMS	3800 HARWOOD RD	BEDFORD	TX	76021	153
WARREN INN	4748 N MESA	EL PASO	TX	79912	118
VISTA SOL APARTMENTS	5311 N MESA	EL PASO	TX	79912	258

COMPLEX	STREET ADDRESS	CITY	STATE	ZIP CODE	NUMBER OF UNITS
WARREN TERRACE	4740 N MESA	EL PASO	TX	79912	316
WARREN HOUSE	4730 N MESA	EL PASO	TX	79912	112
WARREN TERRACE	8701 CALMONT AVE	FT WORTH	TX	76116	127
WARREN HOUSE	2821 LAS VEGAS TRAIL	FT WORTH	TX	76116	127
ADEN CREST APTS	2200 ADEN ROAD	FT WORTH	TX	76116	202
WARICK APARTMENTS	2819 LAS VEGAS TRAIL	FT WORTH	TX	76116	100
WARREN WEST	8700 CALMONT AVE	FT WORTH	TX	76116	97
WARREN INN APTS	5000 DENTON HWY	HALTOM CITY	TX	76117	453
VINEYARD APTS	4299 PLEASANT RUN	IRVING	TX	75038	353
DAKOTA APARTMENTS	3110 HILLCREST DR	SAN ANTONIO	TX	78201	116
WARREN INN/VILLAGE	5050 FREDERICKSBURG RD	SAN ANTONIO	TX	78229	324
WARREN HOUSE	3222 NW LOOP 410	SAN ANTONIO	TX	78213	170
CAMINO REAL APARTMENTS	12222 BLANCO ROAD	SAN ANTONIO	TX	78216	172
VINEYARD GARDENS	7530 MOCKING BIRD LANE	SAN ANTONIO	TX	78229	74
WOODLAND APTS	10010 BROADWAY ST	SAN ANTONIO	TX	78217	128
WARREN HOUSE	1352 CANYON RD	OGDEN	UT	84404	138

APPENDIX B

RELEASE OF CLAIMS BY JEREMIAH STADTLANDER

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in *United States v. Warren Properties, Inc., et al.*, Civil Action No. 09-00237 (S.D. Ala.), and the Defendants' payment of the sum of _____ (\$ _____), I, Jeremiah Stadtklander, my heirs and assigns, hereby release the Defendants in this action and their successors, insurers, agents and assigns, from any and all liability for any existing, pending or potential claims or causes of action, legal or equitable, I may have against them arising out of the allegations raised in this action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

JEREMIAH STADTLANDER

P. O. Box _____

Mobile, AL

Date: _____, 20____.

APPENDIX C

NONDISCRIMINATION POLICY

It is the policy of _____ (name of the property owned and/or managed by the Warren Defendants [as defined in the Consent Decree]) and Warren Properties, Inc. 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 _____ (name of the rental property) and Warren Properties, Inc. and all agents or employees of _____ (name of the rental property) and Warren Properties, Inc. with the responsibility for renting, selling or managing any dwelling units must not discriminate in any aspect of the sale or rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from, among other things:

- A. Discriminating in the sale or rental of, or otherwise making unavailable or denying, a dwelling to any person because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- B. Discriminating against a person in the terms, conditions, or privileges of the sale or rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of race, color, religion, sex, familial status (having children under 18), national origin, or a disability of the resident or of any person associated with the resident;
- C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling; and

- D. 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 or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act.

Any agent or employee who fails to comply with this nondiscrimination policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to residents on the basis of race, color, religion, sex, familial status (having children under 18), national origin, or disability may constitute a violation of state and federal fair housing laws. Any resident who believes that any of the above policies have been violated by any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the United States Attorney's Office at 251-441-5845.

APPENDIX D

REQUEST FOR REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and believes that there is a need for a reasonable accommodation which will provide you with an equal opportunity to use and enjoy your dwelling (e.g., transferring to a different apartment unit, the allowance of assistance animals, the creation or reservation of accessible parking, the installation of bathroom grab bars, etc.), please complete this form and return it to the Reasonable Accommodation Facilitator. The Reasonable Accommodation Facilitator will assist you in completing this form, and will respond to your request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Resident or Potential Resident: _____

Today's Date: _____

Signature of Resident or Potential Resident:

The person(s) who have a disability requiring a reasonable accommodation is:

_____ Me _____ A person associated or living with me.

Name of person with disability: _____

Phone #: _____

Address: _____

I or persons associated or living with me have a disability and request the following:

Reasons for the request:

REQUESTER

DATE

REASONABLE ACCOMMODATION
FACILITATOR

DATE

**NOTICE: No Person at the Office of the Local Property Has
Authority to Deny Your Request for Reasonable Accommodation**

*If you have any questions or need assistance with this form please
contact Warren Properties' Reasonable Accommodation Facilitator at:*

Telephone 1-800-831-0804

Fax 1-858-756-1509

Warren Properties, Inc.

P. O. Box 915

Rancho Santa Fe, CA 92067

email at rafacilitator@warrenproperties.com

APPENDIX E

Form to be completed by Reasonable Accommodation Facilitator and/or an employee at the local property if Requester cannot or will not complete written form:

On _____, the undersigned requester orally requested a reasonable accommodation to [describe dwelling unit]:

_____.

The reasonable accommodation consisted of:

_____.

I, the undersigned, _____, (job title)
of _____ (Apartment Complex)

_____ Gave the requester the applicable forms and assisted the requester in filling out the forms.
_____ The requester could not/refused to fill out the forms, and I completed the form with requester's verbal information
_____ I provided the completed forms to the Reasonable Accommodation Facilitator on _____ (Date).

REQUESTER

DATE

REQUESTER'S ADDRESS: _____

REQUESTER'S TELEPHONE NUMBER: _____

OFFICE EMPLOYEE WHO ASSISTED

DATE

**NOTICE: No Person at the Office of the Local Property Has
Authority to Deny Your Request for Reasonable Accommodation**

*If you have any questions or need assistance with this form please
contact Warren Properties' Reasonable Accommodation Facilitator at:*

Telephone 1-800-831-0804

Fax 1-858-756-1509

Warren Properties, Inc.

P. O. Box 915

Rancho Santa Fe, CA 92067

email at rafacilitator@warrenproperties.com

APPENDIX F

**APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION
REQUEST BY REASONABLE ACCOMMODATION FACILITATOR**

Dear: _____:

Address: _____

Phone: () _____

On _____ [date], you requested the following
reasonable accommodation [describe request]:

We have (check all that apply):

___ Approved your request. The following reasonable accommodation will be
permitted [describe]:

_____.

___ The change is effected immediately.

___ The reasonable accommodation will be permitted by:
[date] _____.

___ The change or exception you requested cannot be granted at the subject
property because _____. However, we are willing
to _____ in an effort to accommodate your
disability.

___ Can neither approve nor deny your request without further information [List
information needed]:

_____ Denied your request. We have denied your request because [list all reasons that apply]:

We used these facts to deny your request [list]:

_____.

To make this decision, we spoke with the following people, reviewed the following documents, and performed the following investigation [list]:

If you disagree with this decision, you may file a complaint with the Department of Housing and Urban Development by visiting:
http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination or by calling 1-800-669-9777, or you may contact the United States Attorney's Office at 251-441-5845.

Sincerely,

Signature: _____ Date: _____

Name: _____

Title: REASONABLE ACCOMMODATION FACILITATOR

Requestor acknowledges receipt of this completed form:

Signature: _____ Date: _____

**NOTICE: No Person at the Office of the Local Property Has
Authority to Deny Your Request for Reasonable Accommodation**

***If you have any questions or need assistance with this form please
contact Warren Properties' Reasonable Accommodation Facilitator at:***

Telephone 1-800-831-0804

Fax 1-858-756-1509

Warren Properties, Inc.

P. O. Box 915

Rancho Santa Fe, CA 92067

email at rafacilitator@warrenproperties.com

APPENDIX G

REASONABLE ACCOMMODATION POLICY FOR PERSONS WITH DISABILITIES

If a prospective resident, resident or member of a prospective resident or resident's household has a disability, he/she may request a reasonable accommodation. Reasonable accommodations are changes, exceptions, or adjustments to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

It is preferred that all reasonable accommodation requests be submitted in writing to the Reasonable Accommodation Facilitator. Request forms for reasonable accommodations are available at the rental office, or on-line at www.warrenproperties.com . If a prospective resident, resident or household member has difficulty filling in the form, the Reasonable Accommodation Facilitator or the local property officer personnel will assist him or her in completing the form. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

The Facilitator shall notify the requester in writing of the decision regarding the request within 14 days of of the completed written request. If the Facilitator cannot grant the request as made, the Warren Defendants, through the Facilitator, will engage in open discussions and/or engage in an interactive process with the resident or prospective resident in an effort to provide an alternate accommodation that satisfies the request. In the event the interactive process is unsuccessful, resulting in a denial of the request, an explanation of the basis for such denial shall be included in the written notification. If the request is denied, the requesting resident may contact the Department of Housing and Urban Development to file a complaint at:
http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination
or by calling 1-800-669-9777 or may contact the United States Attorney's Office at 251-441-5845.

APPENDIX H

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I was provided copies of the Consent Decree entered by the Court in *United States & Stadtlander v. Warren Properties, Inc., et al.*, Civil Action No. 09-0237-CG-N (S.D. Ala.), and the nondiscrimination and reasonable accommodation policies of Warren Properties. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date

APPENDIX I

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning reasonable accommodations for people with disabilities. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Date)