

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA**

UNITED STATES OF AMERICA,

Plaintiff,

V.

Case No. CIV-20-1256-J

HOUSING AUTHORITY OF THE TOWN OF )  
LONE WOLF, DAVID M. HAYNES, and )  
MYRNA HESS, )

Defendants.

## CONSENT DECREE

## I. INTRODUCTION

The United States initiated this action on December 15, 2020, against the Housing Authority of the Town of Lone Wolf (Housing Authority), David M. Haynes, and Myrna Hess (collectively, Defendants) to enforce the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.* (FHA) and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7 (Title VI).

At all times relevant to this action, Defendant Lone Wolf Housing Authority owned, operated, and/or managed a public housing program for low-income tenants containing twenty-five “dwellings” located on Walker Circle in Lone Wolf, Oklahoma (the Subject Property), within the meaning of the FHA, 42 U.S.C. § 3602(b). Defendant Housing Authority represents that it is an independent entity that is not controlled or governed by the Town of Lone Wolf, Oklahoma or any of its officials or departments. Defendant Housing Authority receives federal financial assistance from the United States Department of Housing and Urban Development (HUD) to operate its public housing program. As a recipient of federal funds, the Housing

Authority contractually assured that it would operate its housing program in a non-discriminatory manner and comply with federal law. In or about 2015, the Housing Authority employed Defendants David M. Haynes and Myrna Hess (Individual Defendants) to manage the day-to-day operations of the Housing Authority and the Subject Property, including renting, showing, maintaining, and managing its dwelling-units.

The United States filed this action on behalf of Alexandra Zackery, her minor child, A.Z., and Legal Aid Services of Oklahoma, Inc., in accordance with 42 U.S.C. § 3612(o). The Complaint alleges that Defendants refused to negotiate for the rental of, or otherwise made unavailable or denied housing to Ms. Zackery, her daughter, and a tester because of race, in violation of 42 U.S.C. § 3604(a); discriminated against Ms. Zackery, her daughter, and a tester in the terms, conditions, or privileges of rental, or in the provision of services or facilities in connection therewith, because of race, in violation of 42 U.S.C. § 3604(b); and discriminated by representing to Ms. Zackery and a tester, because of race, that dwellings were not available for rental or inspection when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d). Additionally, the Complaint alleges that Defendants' conduct violates Title VI, HUD's Title VI implementing regulation, 24 C.F.R. Part 1, and the Housing Authority's Title VI contractual assurances. The Defendants deny these allegations.

Specifically, the United States contends that, in early March 2015, Ms. Zackery, a single, homeless parent applied for housing at the Housing Authority for herself and her then-five-year-old daughter, A.Z. Initially, Mr. Haynes stated by telephone to Ms. Zackery's advocate that housing was available at the Housing Authority; however, after it received Ms. Zackery's written application in which she disclosed her and her daughter's race, the Housing Authority rejected her

application based on an assertion that no housing unit was then available. In early November 2015, Legal Aid conducted a paired test of similarly-situated applicants that demonstrated and confirmed disparate treatment as between the black and white testers who visited the Housing Authority. First, the Housing Authority showed the white tester available units and represented to the white tester that units were available to rent. The next day, the Housing Authority informed the black tester that no housing was then available and did not show the black tester any unit. Defendants' denial of housing, disparate treatment of prospective tenants, and misrepresentations about the availability of housing on the basis of race violate the FHA and Title VI. The Defendants deny the contentions that they acted in a discriminatory manner.

On September 24, 2020, HUD issued a Determination of Reasonable Cause and a Charge of Discrimination based upon race in violation of 42 U.S.C. §§ 3604(a), (b), and (d) of the FHA. On September 28, 2020, HUD issued a Letter of Determination of Non-Compliance with Title VI to the Housing Authority. On October 15, 2020, Legal Aid Services of Oklahoma, Inc. timely elected to have the claims decided in federal court. The United States and Defendants (collectively the Parties) entered into a tolling agreement on November 9, 2020 and the United States timely filed its complaint on December 15, 2020. The Parties stipulate that this Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. § 3612(o), 42 U.S.C. §§ 2000d to 2000d-7, 24 C.F.R. § 1.8(a), and 28 C.F.R. § 42.108.

The Parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States' claims against Defendants without further litigation, and without admission of liability by the Defendants. Therefore, it is ORDERED, ADJUDGED, and DECREED THAT:

## **II. GENERAL INJUNCTION**

1. The terms of the Consent Decree shall apply to all rental properties owned, operated, and/or managed by any Defendant, including the Subject Property.

2. Defendants, their agents (whose duties, in whole or in part, involve the management, maintenance, or rental of dwellings), employees, and successors are hereby enjoined, with respect to the rental of dwellings, from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about an available dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of (i) the race or color of that person or any person in the household, or (ii) the race or color of persons residing in the housing program;
- 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, because of race or color;
- c. Refusing to show an available dwelling to a person, or discouraging any person from inspecting or renting a unit, because of race or color or because of the race or color of persons in the housing program; and
- d. Misrepresenting dwelling information or availability to a person because of race or color or because of the race or color of persons in the housing program.

## **III. DEFENDANTS DAVID HAYNES' AND MYRNA HESS' INJUNCTION, TRAINING, AND REPORTING REQUIREMENTS**

3. Employment. Individual Defendants David M. Haynes and Myrna Hess represent

that they are no longer employed by the Housing Authority and that they do not plan to seek or accept employment in the management or operation of residential rental properties. In the event that either Individual Defendant accepts an offer of employment in the management or operation of residential rental properties, including but not limited to interacting with tenants or applicants, showing and renting units, selecting tenants, making repairs, collecting rents, or determining whom to evict, the following provisions shall apply:

- a. Prior to commencing employment in the management or operation of any residential rental property, the Individual Defendant must:
  - i. Notify the prospective employer (Employer) in writing of this lawsuit and its resolution, and provide the Employer with a copy of this Consent Decree.
  - ii. Provide written notice to counsel for the United States of the identity, address, and telephone number of the Employer, and a certification that the Individual Defendant informed the Employer of this lawsuit and provided the Employer with a copy of this Consent Decree.
  - iii. Undergo training on all applicable aspects of the Fair Housing Act and Title VI that pertain to residential rental property, with specific emphasis on discrimination on the basis of race and color and including the topic of implicit bias. The training shall be conducted by an independent, qualified third party, not associated with any Defendant or their counsel, approved in advance in writing by the United States, and shall last at least two hours. The proposed trainer shall provide the United States with a copy of a substantive outline of the content and materials, including any handouts and slides, that he or she will include in the Fair Housing Act training for the

United States' review prior to its approval of the trainer. Any expenses associated with this training shall be borne by the Individual Defendant who requires training. Due to the ongoing pandemic, a web-based training is permissible. The Individual Defendant shall obtain from the trainer a certification of attendance confirming his or her attendance, in a form substantially equivalent to Appendix C. This certification must be provided to counsel for the United States within seven (7) days of the completed training.

- b. During the period in which this Consent Decree is in effect, the Individual Defendant(s) shall notify counsel for the United States in writing within seven (7) days of receipt of all formal or informal housing discrimination complaints (including all written and oral complaints) against them or their employer. The Individual Defendant(s) shall provide, within seven (7) days of receipt, copies of written complaints and a detailed summary of oral complaints with the notification. The notification shall include the full details of each complaint, including the complainant's name, address, and telephone number. The Individual Defendant(s) shall also promptly provide to the United States all additional information it requests concerning any such complaint and any actual or attempted resolution.

4. Acquisition of Rental Property. In the event that either Individual Defendant acquires a direct or indirect ownership, management, or other financial interest in any residential rental property pursuant to Section VIII below, that Individual Defendant shall be subject to the training provisions in Paragraph 3(a)(iii) (training requirements).

#### **IV. HOUSING AUTHORITY'S NONDISCRIMINATION POLICY**

5. The Parties acknowledge that the Housing Authority has adopted a written Admissions and Continued Occupancy Policy (ACOP), which sets forth procedures to be followed with respect to the acceptance of applicants into the Housing Authority's Subject Property. The Parties further acknowledge that the ACOP sets forth procedures to be followed with respect to the selection of applicants for admission to the Housing Authority's program. The Housing Authority further acknowledges its legal obligation to comply with Title VI and applicable HUD regulations governing federally-funded public housing. The Housing Authority shall also comply with all applicable federal regulations regarding public housing waiting lists and admissions preferences.<sup>1</sup> Additionally, the Housing Authority shall adhere to the specific procedures in this Consent Decree to ensure compliance with the FHA and to ensure that dwellings at the Subject Property are made available for rent to all applicants on the same terms and conditions, irrespective of race, color, religion, national origin, sex, disability, or familial status. The Housing Authority shall revise the ACOP as necessary to reflect and incorporate these procedures within forty-five (45) days of the entry of this Consent Decree,<sup>2</sup> and shall provide the United States with a copy of the proposed revised ACOP fourteen (14) days before it submits the revised ACOP to HUD for approval. The United States will provide any objections or proposed revisions to the Housing Authority within ten (10) days of receipt of the draft ACOP. The Housing Authority shall adopt the United States' proposed revisions before submitting the ACOP to HUD for its approval or shall

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<sup>1</sup> See, e.g., 24 C.F.R. § 960.206.

<sup>2</sup> Further, the Housing Authority will correct errors in the ACOP within forty-five (45) days of the entry of this Consent Decree, specifically: replace all incorrect references to other housing authorities and erroneous addresses with the correct name and address of the Housing Authority; and list the accurate hours of operation in Section 7.0.

confer with counsel for the United States to resolve any differences before submitting the ACOP to HUD for its approval.

6. The Parties acknowledge that the Housing Authority developed and submitted to the United States for review and approval written, objective, uniform nondiscriminatory procedures (Nondiscriminatory Procedures) to be set forth in the ACOP, consistent with applicable law, including Title VI, the FHA and HUD regulations, for: (a) receiving, handling, and processing rental inquiries and applications made in-person, by telephone, or by other means; (b) creating, maintaining, and updating waiting lists; (c) assigning prospective tenants to new units; and (d) transferring existing tenants to different units within the housing program. The United States has approved the Nondiscriminatory Procedures, and they are attached to this Consent Decree at Appendix A.

7. The Nondiscriminatory Procedures include the following provisions intended to ensure nondiscrimination in the Housing Authority's application and admission processes and a proper record that can be monitored for compliance:

- a. Fair Housing Poster. Within seven (7) days of the entry of this Consent Decree, the Housing Authority shall post and prominently display, in its rental offices, and in its community center, a sign no smaller than 11 inches by 14 inches indicating that all units are available for rental on a nondiscriminatory basis. An 11-by-14-inch poster that comports with 24 C.F.R. Part 110, including HUD Form 928.1 (<https://www.hud.gov/sites/documents/928.1.PDF>) or a comparable sign, satisfies this requirement.
- b. Advertising. The Housing Authority shall ensure that all new advertising for the dwellings that it owns and/or manages in newspapers, in telephone



directories, on radio, on television, on the internet, or in other media, and all signs, pamphlets, brochures, rental applications, leases, and other promotional literature includes a fair housing logo, the phrase “Equal Housing Opportunity,” and/or the following sentences:

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

- c. Unit Availability List. The Housing Authority shall develop, and update promptly whenever there is a change in relevant information, a global Unit Availability List that includes all dwellings owned or managed by the Housing Authority. The list shall identify all units known to be available and those reasonably expected to be available for rental within thirty (30) days. For each such unit, the Unit Availability List will identify: (i) the street address; (ii) the number of bedrooms; (iii) whether the unit is vacant and, if not, the date on which it is expected to be vacant; (iv) whether the unit is available to be moved into and, if not, the date on which it is expected to be available for move-in; and (v) the date on which the list was last updated. The Housing Authority shall post the Unit Availability List in a prominent location visible to the public at the Housing Authority’s rental office. Each month, the Housing Authority shall update the list, publicly post the updated list in its office, and maintain a copy of the then-current version of the list. Further, the Housing Authority shall timely update the HUD Public Housing Information Center (PIC) database regarding unit availability and occupancy as soon as units become available.

- d. Preference Form. The Preference Form fully explains any and all housing preferences—*i.e.*, factors that would permit an applicant to be placed into a unit before other applicants seeking a unit with the same number of bedrooms who applied earlier in time—available under the ACOP. The Preference Form allows space for the applicant to indicate to which preference(s) he or she believes s/he is entitled and why; and contains a space for applicants to sign the form to indicate that they understand the preferences and have had an opportunity to complete the form. The Housing Authority shall provide a copy of the form to every applicant and require each applicant to complete and sign it. The Housing Authority shall record on each applicant's submitted Preference Form each preference that was granted or denied, the reason for the decision, including supporting documentation, if any, the date of the decision, and the name of the Housing Authority employee who assisted the applicant. The Preference Form may be incorporated or integrated into the Housing Authority's application.
- e. Waiting Lists. The Housing Authority shall maintain a waiting list setting forth each bedroom-size unit and accessible unit(s) managed by the Housing Authority (including, a one-bedroom waiting list, a two-bedroom waiting list, an accessible unit waiting list, etc.) consistent with the ACOP. For each applicant on a waiting list, the list shall identify the applicant's name; race, if known; current address; one or more current telephone numbers; number of household members; any applicable preference(s); the date his or her application was initiated, the date the application was deemed complete, and

the date he or she was placed on the list; and the Housing Authority employee who received the application. Further, the Housing Authority will record offers of housing on the waiting list, specifically: the date the applicant was offered an available dwelling; the Housing Authority employee who made the offer of housing; the date the applicant accepted or denied the offer of housing; the Housing Authority employee who received applicant's acceptance or denial; and the address of the dwelling accepted or the reason for denial. The rank of each applicant on the waiting list shall be determined in accordance with the most recent ACOP, and applicable HUD regulations. When a new applicant is placed on a waiting list, the Housing Authority shall inform the applicant of their rank on the waiting list. The Housing Authority shall generate and retain an updated waiting list after each housing placement and shall maintain complete, accurate, and up-to-date records to support the information in the list. Each month, the Housing Authority shall post, in its office the total number of applicants on each waiting list and the telephone number and email address of a Housing Authority employee that applicants can contact for an update on their pending application.

- f. Transfer List. The Housing Authority shall maintain a list of residents seeking to transfer to another dwelling managed by the Housing Authority (Transfer List). The Transfer List shall contain the resident's name, race (if known), current mailing address, current email address, one or more telephone numbers, number of household members, size of unit for which the resident is eligible, date of the transfer request, reason for the transfer request, including

any requested accessibility features, and the Housing Authority employee who received the request. The rank of each applicant on the Transfer List shall be determined in accordance with the ACOP. The Housing Authority shall maintain complete, accurate, and up-to-date records to support each applicant's rank on the Transfer List. Each month, the Housing Authority shall retain a copy of the then-current version of the Transfer List.

- g. Contact Procedures. The Nondiscriminatory Procedures include a written process for contacting applicants to offer them a unit, which specifies: (i) how many times and over what time period the Housing Authority must attempt to reach an applicant; (ii) what methods the Housing Authority must use to attempt to reach an applicant (*e.g.*, phone, emergency contact's phone, email, letter); and (iii) how long the Housing Authority must wait to hear from an applicant before reaching out to the next applicant on the Waiting List.
- h. Record of Offers. The Housing Authority shall record, and maintain documentation of, offers of housing extended to applicants, including offers or attempted offers of housing, rejections by the applicant, and housing placements. The Housing Authority shall record on their Waiting List, and retain documentation of: the date, manner (*e.g.*, phone, mail, email), and result of every attempt to contact each such applicant; the Housing Authority employee who made the attempt; and the applicant's response. If the highest-ranking applicant on the applicable Waiting List or Transfer List for that size unit is not offered the unit, the Housing Authority shall record the explanation on the Waiting List and retain supporting documentation if any. If the Housing

Authority offers an applicant more than one unit, the notation on the Waiting List shall explain why. If an applicant rejects a unit, the Housing Authority shall require the applicant to state his or her reason and record the reason on the Waiting List. If the applicant declines to provide a reason or if the reason is not one that permits an applicant to decline an offer without losing his or her position on the waiting list pursuant to the ACOP, the Housing Authority shall record the applicant's new position on the waiting list and record the change in position and the reason for the change in position on the application.

- i. Occupants Directory. The Housing Authority shall maintain a current tenants' Occupants Directory that is updated at least monthly that lists the residents at the Subject Property managed by the Housing Authority. The Occupants Directory shall indicate for each unit the number of persons in the household; name, age, and race of each resident; address; one or more current telephone numbers; the current email address; move-in date; number of bedrooms; and any preference the tenant received.
- j. Rental Applications. At the time the Housing Authority receives an application from any applicant, the Housing Authority shall assign a unique number to the application in ascending numerical order, regardless of whether deemed complete or incomplete. The Housing Authority shall accept, process, and approve all applications in the order in which they were received, except to the extent otherwise directed by the Housing Authority's current ACOP, the Nondiscriminatory Procedures, or related HUD regulations. The Housing Authority shall retain all rental applications, whether deemed complete or

incomplete, and copies of correspondence concerning applications in its files at least for the term of this Consent Decree.

- k. Information to Prospective Applicants. The Housing Authority shall inform all persons who inquire about renting any dwelling that they may fill out an application and, if no unit is immediately available and they qualify, they will be placed 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, color, or other protected category. Further, the Housing Authority shall make any dwelling that is vacant available to show to any person who inquiries about renting.
- l. Website. The Housing Authority shall, within sixty days (60) days of entry of this Consent Decree, develop and maintain a website or a publicly-accessible social media account, on which it shall continuously publish the following documents and information:
  - a. the name, address, hours of operation, phone number, fax number, and email of the Housing Authority;
  - b. directions for how a prospective applicant may apply for housing;
  - c. a description of the Housing Authority's residential properties;
  - d. the name(s) and phone number of an employee(s) whom the public can contact with questions about applying for housing at the Housing Authority and to check their status on any waiting list;
  - e. the ACOP, including the Nondiscriminatory Procedures;

- f. the Housing Authority's application form, including its preference form;
- g. the Housing Authority's reasonable accommodation policy; and
- h. the Equal Housing Opportunity Provider statement.

Additionally, the Housing Authority shall publish and update monthly on its website or publicly-accessible social media account a statement indicating whether the Housing Authority has units currently available for rent and, if so, indicate how many units are available, how many bedrooms the available unit(s) have, and whether the available unit(s) are handicapped-accessible. If the Housing Authority does not have units currently available in a given month, the Housing Authority shall publish on its website or publicly-accessible social media account a statement indicating that no unit is then available and shall encourage applicants to apply for a place on a Waiting List.

8. The Housing Authority shall implement the Nondiscriminatory Procedures, attached hereto as Appendix A, within thirty (30) days of the entry of this Consent Decree.

9. The Nondiscriminatory Procedures may be modified only upon the United States' prior approval of any proposed modification. At least thirty (30) days before implementing any proposed modification, the Housing Authority shall submit the proposed modification to the United States for review and approval. The United States will not unreasonably withhold its approval. If the United States indicates in writing that it does not approve the modification, the implementation of the objectionable provisions shall be delayed, and the Housing Authority and the United States shall seek to resolve their differences. The Housing Authority may implement the proposed modifications to the Nondiscriminatory Procedures immediately upon receiving a written no-objection notice from the United States.

10. Within seven (7) days of implementation of the Nondiscriminatory Procedures, the Housing Authority shall post and prominently display the Nondiscriminatory Procedures on its website, in the Housing Authority office, community center, and any other office where there is rental-related activity and/or personal contact with applicants. The Housing Authority shall offer a copy of the Nondiscriminatory Procedures to each prospective applicant at the time they inquire about completing an application with the Housing Authority.

11. No fewer than seven (7) days before implementation of the Nondiscriminatory Procedures: (a) the Housing Authority shall provide a copy to all of their board members, employees, agents, or anyone acting under their direction who has responsibility for showing, renting, or managing dwelling units; and (b) counsel for the Housing Authority shall conduct a question and answer session for all such board members, employees, and agents regarding the contents of the Nondiscriminatory Procedures. The Housing Authority shall secure a signed statement from each board member, agent, or employee acknowledging that he or she has received a copy of this Consent Decree and the Nondiscriminatory Procedures, and has had the opportunity to have questions about them answered, and agrees to abide by the Nondiscriminatory Procedures and the Fair Housing Act. This statement shall be in the form of Appendix B.

12. The Housing Authority shall provide a copy of this Consent Decree, including the Nondiscriminatory Procedures, to each new board member, employee, or agent within seven (7) days after the board member, employee, or agent is installed or hired and shall provide that individual with the opportunity to have his or her questions about them answered. The Housing Authority shall also secure a signed statement from each such new board member, employee, or agent in the form of Appendix B.



**V. HOUSING AUTHORITY'S TRAINING REQUIREMENT**

13. Within thirty (30) days after the date of entry of this Consent Decree, all board members, officers, employees, and agents of the Housing Authority shall undergo training on all applicable aspects of the Fair Housing Act and Title VI that pertain to residential rental property and programs, with specific emphasis on discrimination on the basis of race and color and including the topic of implicit bias. The training shall be conducted by an independent, qualified third party, not associated with any Defendant or their counsel, approved in advance by the United States, and shall last at least two hours. In advance of the training, the Housing Authority must submit the preferred training provider and contact information to the United States for approval. The United States will contact the proposed trainer to review and approve training materials. The proposed trainer shall provide the United States with a copy of a substantive outline of the content and materials, including any handouts and slides, that he or she will include in the Fair Housing Act/Title VI training for the United States' review prior to its approval of the trainer. Any expenses associated with this training shall be borne by the Housing Authority. Due to the ongoing pandemic, a web-based training is permissible. All persons attending such a program shall have their attendance certified in writing by the person or organization conducting the educational program within seven (7) days of the completed training. With the consent of the trainer, Defendants may videotape the educational program for purposes of compliance training for employees hired after the date of the initial training, consistent with Paragraph 12. Each individual who receives the training shall execute the Training Certificate attached as Appendix C.

14. Each new board member, employee, or agent of the Housing Authority shall receive the training described in Paragraph 13 within thirty (30) days of beginning his or her board

position, employment, or agency. Each such board member, employee, or agent shall complete the Training Certificate, Appendix C.

## **VI. COMPLIANCE TESTING**

15. The United States may take steps to monitor Defendants' compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any location at which any Defendant, now or in the future, conducts rental activities. Legal Aid Services of Oklahoma, Inc. may also conduct fair housing tests at the Subject Property.

## **VII. RECORD RETENTION AND REPORTING REQUIREMENTS**

16. Defendants shall preserve all records related to this Consent Decree and to the rental of any dwelling units Defendants own or manage. Whether in print or electronic form, the documents include, but are not limited to, all lists, logs, directories, and records created as part of the Nondiscriminatory Procedures in Section IV; applications; tenant files; correspondence or notes relating to rental applications or applicants; advertisements; and web or social media postings. Upon reasonable notice to Defendants, the United States may inspect and copy any records related to this Consent Decree to determine compliance.

17. Within ninety (90) days after date of the entry of this Consent Decree, and at six-month intervals thereafter for the duration of this Decree, the Housing Authority shall deliver<sup>3</sup> to

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<sup>3</sup> All documents, notices, communications, and other written materials required by this Consent Decree shall be sent to the United States via email, addressed as follows: [lori.wagner@usdoj.gov](mailto:lori.wagner@usdoj.gov); [jenna.raden@usdoj.gov](mailto:jenna.raden@usdoj.gov); [alyssa.lareau@usdoj.gov](mailto:alyssa.lareau@usdoj.gov). If and when the Parties resume normal operations, materials may also be submitted by overnight delivery addressed as follows:

Chief, Housing and Civil Enforcement Section  
Civil Rights Division  
United States Department of Justice  
4 Constitution Square  
150 M St. NE

the United States a report containing information about the compliance efforts during the preceding reporting period, including:

- a. Executed copies of Appendices B and C not previously provided;
- b. Documentation of the implementation of the Nondiscriminatory Procedures discussed in Section IV not previously provided;
- c. Amendments to the ACOP not previously provided;
- d. Photograph(s) of the Housing Authority's rental and management offices and community center showing the fair housing posters, Nondiscriminatory Procedure postings, Unit Availability List postings, and any other postings in accordance with Section IV (Nondiscriminatory Procedures);
- e. Copies of all documents referenced in Section IV (Nondiscriminatory Procedures) generated in the current reporting period, including Waiting List, monthly Occupants Directories, and monthly Unit Availability Lists, and Transfer Lists;
- f. Copies of any published advertisements, brochures distributed, or other paper or electronic information about any dwellings owned or managed by Defendants made available to the public, since the previous report; and
- g. All other documents or information required to be provided to the United States under this Consent Decree not previously provided.

The final report shall be submitted to the United States not later than sixty (60) days before the expiration of this Consent Decree.

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Washington, DC 20001  
Attn: DJ #175-60-186

18. Defendant Housing Authority shall notify counsel for the United States in writing within seven (7) days of receipt of all formal or informal housing discrimination complaints (including all written and oral complaints) against any of them or any of their board members, employees, or agents, related to any property owned, managed, or operated by the Housing Authority. The Housing Authority shall provide copies of written complaints and a detailed summary of oral complaints with the notification. The notification shall include the full details of each complaint, including the complainant's name, address, and telephone number and the basis of the complaint. Defendant Housing Authority shall also promptly provide to the United States all information it requests concerning any such complaint and any actual or attempted resolution.

#### **VIII. ACQUISITION, SALE, OR TRANSFER OF OWNERSHIP INTEREST IN RESIDENTIAL PROPERTIES**

19. If any Defendant acquires a direct or indirect ownership, management, or other financial interest in any other residential rental property, such property shall become subject to the injunctive provisions in Section II of this Consent Decree. Defendants shall notify counsel for the United States within thirty (30) days of acquiring such an interest. The notice shall identify the nature of each Defendant's interest in the property; the address; the number of individual dwelling units; the names of any existing tenants; the race of each such tenant, if known; and any other information required under this Consent Decree. Defendants shall also provide the United States with a copy of the documents memorializing the transfer in interest.

20. If, at any time while this Consent Decree remains in effect, the Housing Authority sells or transfers all or part of its interest in the Subject Property to a bona fide, third-party purchaser in an arms-length transaction, the Subject Property will cease to be subject to this Consent Decree, except as provided in Paragraphs 21 and 22, below. In the event of such an arm's-length transaction, the Housing Authority shall inform the United States within seven (7) days of

the transaction and provide the date of the sale or transfer, copies of the sale or transfer documents, and the name(s) and contact information for the subsequent purchaser(s) or transferee(s).

21. If any sale or transfer of the Housing Authority's interest in any part of the Subject Property is not an arm's-length transaction, Defendant and the new owner(s) or transferee(s) shall remain jointly and severally liable for any violations of this Consent Decree for its duration.

22. For purposes of this Consent Decree, a "bona fide, independent third-party purchaser" is one with whom no Defendant in this action has any current or past financial, contractual, organizational, governmental, personal, or familial relationship. An "arms-length transaction" is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction. A corporation or entity for which any Defendant is or was an officer, partner, employee, or agent, or in which any Defendant has or had an ownership, financial or controlling interest, is not a "bona fide, independent third-party purchaser," and any transaction involving such a purchaser will not qualify as an "arms-length transaction." Additionally, a transfer of all or part of the Housing Authority's interest in the Subject Property to the Town of Lone Wolf, Oklahoma, or to any "Public Housing Authority," "Public Housing Project," or "Owner Entity," as defined by 24 C.F.R. § 905.108, or to another entity where the property receives federal financial assistance, including under Section 8, is not an "arms-length transaction" and such entities are not "bona fide, independent third-party purchasers" as defined herein.

#### **IX. DAMAGES FOR AGGRIEVED PERSONS**

23. Within thirty (30) days after the date of entry of this Consent Decree, Defendants shall pay the total sum of Seventy-Five thousand dollars (\$75,000) in monetary damages to aggrieved persons, Alexandra Zackery, A.Z., and Legal Aid Services of Oklahoma in the

respective amounts specified in Appendix E. Defendants shall deliver to counsel for the United States via overnight delivery three separate checks payable to each aggrieved person pursuant to instructions to be provided by the United States.

24. As a prerequisite to receiving payment pursuant to Paragraph 23, each aggrieved person shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that they may have against the Defendants relating to the claims asserted in this lawsuit. When counsel for the United States has received the checks from Defendants payable to aggrieved persons and signed releases in the form of Appendix D from the aggrieved persons, counsel for the United States shall deliver the checks to the aggrieved persons and the signed releases to counsel for Defendants. No aggrieved person shall be paid until she has signed and delivered to counsel for the United States the release at Appendix D.

25. The requirement to pay damages under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

#### **X. SCOPE, DURATION, AND ENFORCEMENT**

26. This Consent Decree shall be in effect for a period of four years from the date of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

27. In the event that any Defendant engages in any future violation of the FHA, such violation shall constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii). This

provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

28. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree before bringing such matters to the Court for resolution. However, in the event that the United States contends that there has been a failure by any Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees occasioned by the violation or failure to perform.

29. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the Parties.

#### **XI. LITIGATION HOLDS**

30. The Parties agree that, as of the date of entry of this Consent Decree, litigation is not reasonably foreseeable concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Consent Decree, the party is no longer required to maintain such a litigation hold. However, nothing in this Consent Decree relieves Defendants of the record-keeping responsibilities imposed by this Consent Decree.

#### **XII. COSTS OF LITIGATION**

31. Each party to this litigation shall bear its own costs and attorneys' fees.

IT IS SO ORDERED this 29<sup>th</sup> day of December, 2021.



BERNARD M. JONES  
UNITED STATES DISTRICT JUDGE

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

*For the United States of America:*

Dated: December 20, 2021

MERRICK B. GARLAND  
Attorney General

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

SAMEENA SHINA MAJEED  
Chief, Housing and Civil Enforcement

/s/ Jenna A. Raden  
Timothy J. Moran  
Deputy Chief  
Lori K. Wagner (NY Bar No. 2124857)  
Jenna A. Raden (DC Bar No. 1724701)  
Trial Attorneys  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W. – 4CON  
Washington, DC 20530  
Phone: (202) 305-5452  
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[Lori.Wagner@usdoj.gov](mailto:Lori.Wagner@usdoj.gov)  
[Jenna.Raden@usdoj.gov](mailto:Jenna.Raden@usdoj.gov)

CHRISTINE STONEMAN  
Chief, Federal Coordination and Compliance

/s/ Alyssa C. Lareau  
Anna Medina  
Deputy Chief  
Alyssa C. Lareau (DC Bar No. 494881)



Trial Attorney  
Federal Coordination and Compliance Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W. – 4CON  
Washington, DC 20530  
Phone: (202) 305-2994  
[Alyssa.Lareau@usdoj.gov](mailto:Alyssa.Lareau@usdoj.gov)

*For Defendants Housing Authority of the Town of Lone Wolf, David M. Haynes, and Myrna Hess:*

Dated: December 17, 2021

WILSON, CAIN & ACQUAVIVA

/s/ F. Thomas Cordell

F. Thomas Cordell, Esq.  
Wilson, Cain & Acquaviva  
300 NW 13th Street, Suite 100  
Oklahoma City, OK 73103  
Phone: (405) 236-2600  
Fax: 405-236-2607  
Email: [tomc@wcalaw.com](mailto:tomc@wcalaw.com)

(Signed copy of document bearing signature of F. Thomas Cordell is being maintained in the office of Filing Attorney)

*For Defendant Housing Authority of the Town of Lone Wolf:*

Dated: December 17, 2021

/s/ F. Thomas Cordell for Jim Hines

Jim Hines, Esq.  
611 East Clay  
Cordell, OK 73632  
Phone: 580-530-1671  
Email: [OKhines@gmail.com](mailto:OKhines@gmail.com)

(Signed copy of document bearing signature is being maintained in the office of Filing Attorney)

## **APPENDIX A**

### **Admissions and Occupancy Policy of Lone Wolf Housing Authority Section 1.1 NONDISCRIMINATORY PROCEDURES**

These Nondiscriminatory Procedures of the Lone Wolf Housing Authority operate in conjunction with the policies and procedures set forth in this ACOP, and have been adopted to assure compliance with applicable law, including Title VI, the FHA and HUD regulations, for: (a) receiving, handling, and processing rental inquiries and applications made in-person, by telephone, or by other means; (b) creating, maintaining, and updating waiting lists; (c) assigning prospective tenants to new units; and (d) transferring existing tenants to different units within the housing program.

#### **A. Fair Housing Poster**

Lone Wolf Housing Authority posts and prominently displays, in its rental offices, and in its community center, a sign no smaller than 11 inches by 14 inches indicating that all units are available for rental on a nondiscriminatory basis. This poster comports with 24 C.F.R. Part 110, including HUD Form 928.1 (<https://www.hud.gov/sites/documents/928.1.PDF>).

#### **B. Advertising**

Any advertising and other promotional literature by the Lone Wolf Housing Authority relating to dwellings that it owns and/or manages, (whether such advertising or promotional literature is in newspapers, in telephone directories, on radio, on television, on the internet, in other media, as well as all signs, pamphlets, brochures, rental applications, and leases) includes a fair housing logo, the phrase “Equal Housing Opportunity,” and/or the following sentences:

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

#### **C. Information to Prospective Applicants**

The Housing Authority informs all persons who inquire about renting any dwelling that they may fill out an application and, if no unit is immediately available and they qualify for the program, they will be placed on a waiting list. Additionally, the Housing Authority explains that they will be offered the first available unit of the size they prefer 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, color, sex, disability, familial status, or national origin.

Further, the Housing Authority makes any unit that is vacant available to show to any person who inquiries about renting housing.

#### **D. Receiving Applications**

In conjunction with Section 7.0 (Taking Applications), applications may be made by filling out the Lone Wolf Housing Authority’s form application, and any required accompanying

forms. The Lone Wolf Housing Authority will receive applications in person, by mail, email, or fax as specified below:

In Person: 901 Walker Circle, Lone Wolf, OK 73655-9725  
*On Monday, Wednesday, or Thursday  
between the hours of 9:00 a.m. and 3:30 p.m.*  
By Mail: P.O. Box 25 Lone Wolf, OK 73655-0025  
By Fax: 580-846-9198  
By Email: Lwok147@sbcglobal.net

At all times or when the Housing Authority is closed, a sign will be posted in a manner visible to visitors outside the office (on the outside of the Housing Authority's office door or similarly situated), to inform applicants how they may deliver an application when the Housing Authority is closed, including the methods above.

#### E. Unit Availability List

The Housing Authority maintains, and promptly updates whenever there is a change in relevant information, a global Unit Availability List that includes all dwellings owned or managed by the Housing Authority. The list identifies all units known to be available and those reasonably expected to be available for rental within thirty (30) days.

For each such unit, the Unit Availability List identifies:

- (i) the street address;
- (ii) the number of bedrooms;
- (iii) whether the unit is vacant and, if not, the date on which it is expected to be vacant;
- (iv) whether the unit is available to be moved into and, if not, the date on which it is expected to be available for move-in; and
- (v) the date on which the list was last updated.

**Posting:** In accordance with its Required Postings Policy (Section 6.0), the Housing Authority posts the Unit Availability List in a prominent location visible to the public at the Housing Authority's rental office.

**Updates:** At least every month, the Housing Authority updates the list, publicly posts the updated list in its office and maintains a copy of the then-current version of the list.

Further, the Housing Authority timely updates the HUD Public Housing Information Center (PIC) database regarding unit availability and occupancy as soon as units become available, in accordance with its HUD obligations.

#### F. Rental Applications

At the time the Housing Authority receives an application from any applicant, the Housing Authority assigns a unique number to the application in ascending numerical order, whether deemed complete or incomplete. The Housing Authority accepts, processes, and approves all applications in the order in which they were received, except to the extent otherwise

directed by the Housing Authority's current ACOP, this Nondiscriminatory Procedure, or related HUD regulations.

The Housing Authority retains all rental applications, whether deemed complete or incomplete, and copies of correspondence concerning applications in its files for a period of four (4) years.

#### G. Preference Form

The Housing Authority has a Preference Form which fully explains any and all housing preferences—*i.e.*, factors that would permit an applicant to be placed into a unit before other applicants seeking a unit with the same number of bedrooms who applied earlier in time—available under the ACOP. The Preference Form may be incorporated or integrated into the Housing Authority's application.

The Preference Form allows space for the applicant to indicate to which preference(s) he or she believes s/he is entitled and why; and contains a space for applicants to sign the form to indicate that they understand the preferences and have had an opportunity to complete the form.

The Housing Authority provides a copy of the form to every applicant and requires each applicant to complete and sign it. The Housing Authority records each preference that was granted or denied, the reason for the decision, including supporting documentation, if any, the date of the decision, and the name of the Housing Authority employee who assisted the applicant.

#### H. Waiting Lists

In accordance with Section 9.0 of the ACOP, the Housing Authority maintains a waiting list setting forth each bedroom-size unit and accessible unit(s) managed by the Housing Authority and the applicants awaiting each unit type. For each applicant on a waiting list, the list identifies:

- (i) the applicant's name;
- (ii) race, if known;
- (iii) current address;
- (iv) one or more current telephone numbers;
- (v) number of household members;
- (vi) any applicable preference(s);
- (vii) the date his or her application was initiated,
- (viii) the date the application was deemed complete, and the date the household was placed on the list;
- (ix) the Housing Authority employee who received the application;
- (x) the date the applicant was offered an available dwelling and the manner of contact (*e.g.*, phone, mail, email);
- (xi) the result of every attempt to contact the applicant (*i.e.*, whether the employee was able to reach and speak to the applicant or was unsuccessful);
- (xii) the Housing Authority employee who made the offer of housing;
- (xiii) the date the applicant accepted or denied the offer of housing;

- (xiv) the Housing Authority employee who received applicant's acceptance or denial; and
- (xv) the address of the dwelling accepted or the reason for denial.

**Rank:** The rank of each applicant on the waiting list is determined in accordance with these procedures, the most recent ACOP, and applicable HUD regulations (*see, e.g.*, Section 10.1 Preferences).

**Notice of Rank:** When a new applicant is placed on a waiting list, the Housing Authority informs the applicant of their rank on the waiting list.

**Updates:** The Housing Authority generates and retains an updated waiting list after each housing placement and maintains complete, accurate, and up-to-date records to support the information in the list.

**Posting:** In accordance with its Required Postings Policy (Section 6.0), at least every month, the Housing Authority posts, in its office, the total number of applicants on each waiting list and the telephone number and email address of a Housing Authority employee that applicants can contact for an update on their pending application.

Additionally, the Housing Authority will post a statement on its website or publicly-accessible social media account indicating whether the Housing Authority has units currently available for rent and, if so, indicate how many units are available, how many bedrooms the available unit(s) have; and whether the available unit(s) are handicapped-accessible. If the Housing Authority does not have units currently available in a given month, the Housing Authority shall publish on its website or publicly-accessible social media account a statement indicating that no unit is then available and shall encourage applicants to apply for a place on a Waiting List.

#### I. Transfer List

In accordance with Section 16.0 of the ACOP, the Housing Authority maintains a list of residents seeking to transfer to another dwelling managed by the Housing Authority. The Transfer List identifies:

- (i) the resident's name;
- (ii) race (if known);
- (iii) current mailing address;
- (iv) current email address;
- (v) one or more telephone numbers;
- (vi) number of household members;
- (vii) size of unit for which the resident is eligible;
- (viii) date of the transfer request;
- (ix) reason for the transfer request, including any requested accessibility features;
- (x) category of transfer, in accordance with Section 16.2; and
- (xi) the Housing Authority employee who received the request.

The rank of each applicant on the Transfer List is determined in accordance with Section 16.0 of the ACOP. The Housing Authority maintains complete, accurate, and up-to-date records to support each applicant's rank on the Transfer List.

Offers of housing will be recorded on the Transfer List in the same manner as described above in the Waiting List procedures.

Each month, the Housing Authority shall retain a copy of the then-current version of the Transfer List.

J. Contact Procedures

Section 10.5 (Offer of a Unit) of this ACOP sets forth the Housing Authority's procedures for contacting applicants to offer them a unit.<sup>4</sup>

K. Record of Housing Offers

The Housing Authority records offers of housing extended to applicants, including attempted offers of housing, rejections by the applicant, and housing placements, per Sections H and I of these Nondiscriminatory Procedures.

If the highest-ranking applicant on the Waiting List or Transfer List for that size unit is *not* offered the next available unit, the Housing Authority records the explanation for skipping over that applicant on the applicable list. Applicants may be skipped only for the reasons

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<sup>4</sup> Section 10.5 (Offer of a Unit) of the ACOP will be amended to read as follows to incorporate the requirements of the Consent Decree regarding contact procedures:

**10.5 OFFER OF A UNIT:**

When the Lone Wolf Housing Authority discovers that a unit will become available, we will contact the first applicant on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the income targeting goal.

The Lone Wolf Housing Authority will contact the applicant first by telephone to make the unit offer. The Housing Authority will call each number listed on the application and leave a detailed voicemail, if possible, describing the offer, its time-sensitive nature, and provide a phone number for return call. If the applicant cannot be reached by telephone after at least two attempts, the applicant will be notified of a unit offer via first class mail and via email to any email provided on the application. The Housing Authority's written notice includes a deadline to contact the Housing Authority and a number or email to reach the Housing Authority. The applicant will be given seven (7) business days from the date the letter was mailed to contact the Lone Wolf Housing Authority regarding the offer, before the Housing Authority moves to the next highest priority applicant. If the applicant contacts the Housing Authority within thirty days after the response deadline has passed, the applicant may request to be reinstated on the Waiting List and the Housing Authority will honor any such request.

The offer and the applicant's decision must be documented in the tenant file. If the applicant rejects the offer of the unit, the Lone Wolf Housing Authority will send the applicant a letter documenting the offer and the rejection.

expressly stated in the Tenant Selection and Assignment Plan (Section 10.0) or Processing Transfers Procedures (Section 16.4), and in accordance with HUD regulations.

In accordance with Section 9.0 (Managing the Waiting List), if the Housing Authority offers an applicant more than one unit, the notation on the Waiting List explains the reason. If an applicant rejects a unit, the Housing Authority requests the applicant to state his or her reason and records the reason on the Waiting List. If the applicant declines to provide a reason or if the reason is not one that permits an applicant to decline an offer without losing his or her position on the waiting list pursuant to the ACOP, the Housing Authority records the applicant's new position on the Waiting List and records the change in position and the reason for the change.

L. Occupants Directory

The Housing Authority maintains a current tenants' Occupants Directory that is updated at least monthly, that lists the residents of the Housing Authority. The Occupants Directory indicates for each unit the number of persons in the household; name, age, and race of each resident; address; one or more current telephone numbers; the current email address, move-in date; number of bedrooms; and any preference the tenant received.

**APPENDIX B**

**ACKNOWLEDGMENT OF RECEIPT OF THE  
CONSENT DECREE AND NONDISCRIMINATORY PROCEDURES**

I acknowledge that on \_\_\_\_\_, 202\_\_, I was provided a copy of the Consent Decree entered by the Court in *United States v. Housing Authority of the Town of Lone Wolf, et al.*, Civil Action No. CIV-20-1256-J (W.D. Okla.) and a copy of the Nondiscrimination Procedures adopted for the management and operation of the Housing Authority of the Town of Lone Wolf's public housing 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/Printed Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date



**APPENDIX C**

**TRAINING CERTIFICATE:  
EMPLOYEE/AGENT/BOARD MEMBER TRAINING ACKNOWLEDGMENT**

I hereby acknowledge that on \_\_\_\_\_, 202\_\_, I completed training conducted by \_\_\_\_\_ (name of trainer) of \_\_\_\_\_ (name of organization or firm) on the requirements of the federal Fair Housing Act and Title VI as required by the Consent Decree entered by the United States District Court for the Western District of Oklahoma in *United States v. Housing Authority of the Town of Lone Wolf, et al.*, Civil Action No. CIV-20-1256-J. I have also received and read a copy of the Consent Decree and understand its requirements.

I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling, because of race, color, religion, national origin, disability, familial status (having children under age 18), or sex.

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

\_\_\_\_\_  
Signature/Printed Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**APPENDIX D**

**RELEASE IN FULL OF ALL CLAIMS**

ALEXANDRA ZACKERY, and A.Z. a minor child, by and through her mother and next friend Alexandra Zackery (“ZACKERY”), and LEGAL AID SERVICES OF OKLAHOMA, INC. (“LASO”), hereby agree to and execute this Release in Full of All Claims (“RELEASE”) in favor of and for the benefit of the HOUSING AUTHORITY OF THE TOWN OF LONE WOLF (“LWHA”), DAVID M. HAYNES (“HAYNES”), and MYRNA HESS (“HESS”), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, The United States filed this action on behalf of ZACKERY and LASO, in accordance with 42 U.S.C. § 3612(o) alleging among other things that in March through November 2015: LWHA, HAYNES, and HESS discriminated against ZACKERY and LASO Testers based upon, but not limited to, their race; discriminated against ZACKERY and LASO Testers by refusing to negotiate the rental of housing, by denying housing, or by otherwise making housing unavailable in violation of 42 U.S.C. § 3604(a); discriminated against ZACKERY and LASO Testers in terms, conditions, or privileges of rental, or in the provision of services or facilities in connection therewith, because of race, in violation of 42 U.S.C. § 3604(b); discriminated against ZACKERY and LASO Testers by representing, because of race, that dwellings were not available for rental or inspection when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d); engaged in conduct in violation of Title VI, HUD’s Title VI implementing regulation, 24 C.F.R. Part 1, and the Housing Authority’s Title VI contractual assurances; and that as a result, ZACKERY and LASO, have sustained various injuries and damages for which the United States of America (“USA”) seeks injunctive relief and money damages. Said claims and assertions are further set forth in this action filed by USA against LWHA, HAYNES, and HESS in the United States District Court for the Western District of Oklahoma, as Case No. CIV-20-1256-J, and in the various

pleadings and discovery in said action. (All such claims and damages are hereinafter referred to as “LAWSUIT”);

**WHEREAS**, it is the desire and intention of ZACKERYYS, and LASO to resolve all matters arising out of said LAWSUIT and any and all claims arising out of the allegations set forth in the LAWSUIT;

**WHEREAS**, it is the desire and intention of LWHA, HAYNES, and HESS to be fully and completely released from any further liability arising out of the LAWSUIT, and enter into a Consent Decree;

**WHEREAS**, it is the desire and intention ZACKERYYS, and LASO to fully and completely release LWHA, HAYNES, and HESS, and any persons or entities associated or affiliated with LWHA, HAYNES, and HESS from any further liability arising out of said LAWSUIT and any and all claims arising out of the allegations set forth in the LAWSUIT that arose prior to the date of the entry of the Consent Decree.

**NOW, THEREFORE:**

**1. General Release and Discharge**

a. In consideration of all the terms, conditions, warranties, and representations herein, the payment described in Paragraph 3 of this RELEASE and for the parties’ agreement to the terms of the Consent Decree they entered into in the case of *United States v. Housing Authority of the Town of Lone Wolf, et al.*, Civil Action No. CIV-20-1256-J, as approved by the United States District Court for the Western District of Oklahoma, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged ZACKERYYS and LASO, on behalf of themselves and each of their respective agencies, representatives, officers, directors, boards, employees, agents, servants, successors, heirs, beneficiaries, executors, guardians, administrators,

personal representatives, and any other person or entity claiming by or through them [hereinafter, “RELEASING PARTIES”], do hereby release and forever discharge the HOUSING AUTHORITY OF THE TOWN OF LONE WOLF, DAVID M. HAYNES, and MYRNA HESS, and each of their respective past, present, and future officers, directors, trustees, board members, attorneys, principals, agents, servants, representatives, contractors, employees, insurers, affiliates, partners, predecessors and successors in interest, and/or assigns, and any other potentially responsible parties [hereinafter, “RELEASED PARTIES”], of and from any and all claims of which may arise out of the facts set forth in the LAWSUIT, including: any and all past, present, or future claims, demands, obligations, actions, causes of action (including, but not limited to, discrimination, negligence, gross negligence, punitive or exemplary damage claims, and or any other theory of law or recovery), losses and damages of any kind (including, but not limited to any past, present or future physical and/or mental pain and suffering, personal injury, permanent injures and impairment, any aggravation or worsening of any medical condition or injury, property damages, loss of business opportunities, loss of reputation, any past, present and future lost wages, income, medical bills and expenses, any loss or diminishment of earning capacity, attorney’s fees, expenses), and also including without limitation any known and unknown claims of the RELEASING PARTIES, any claims for injuries, losses, and/or damages known or unknown to the RELEASING PARTIES any claims for injuries, losses, and/or damages anticipated or unanticipated by the RELEASING PARTIES, and any claims for expected and unexpected consequences of injuries, losses, and/or damages, whether any such claims are based on violation of any laws or statutes of Oklahoma and/or the United States, any tort, strict liability, contract or any other theory of law or recovery, and any claims for punitive or exemplary damages.

b. The RELEASING PARTIES specifically understand and agree that this RELEASE contemplates and effectuates the release and discharge of all claims for known and

unknown injuries, losses and/or damages, anticipated and unanticipated injuries, losses and/or damages, and expected and unexpected consequences of injuries, losses, and/or damages arising out of or related to the LAWSUIT.

c. The RELEASING PARTIES specifically understand and agree that any and all fees and expenses incurred by or on behalf of the RELEASING PARTIES as a result of or in connection with the LAWSUIT, including without limitation any attorney's fees, expert fees, and litigation costs of any kind will be paid, satisfied and discharged out of the payment set forth in Paragraph 3.

**2. Warranties and Representations**

a. The RELEASING PARTIES warrant and represent that they have investigated to their complete satisfaction all facts, circumstances, claims and allegations described in the LAWSUIT, and that they knowingly and voluntarily agrees to enter into this RELEASE despite the possibility that this decision may be materially affected by facts, circumstances, or allegations which they erroneously believe to be true, or which they do not know or have reason to know because of mistake, inadvertence, neglect, negligence, or any conduct of any party or non-party or any attorney, expert, consultant, representative, or agent of any party.

b. The RELEASING PARTIES warrant and represent that they understand that the RELEASED PARTIES, in the absence of this RELEASE, might be obligated to provide additional discovery responses and/or produce additional information and documents pursuant to the Rules of Civil Procedure and/or orders of the Court; and, that the RELEASING PARTIES expressly waive any right or opportunity to demand, or receive, any such additional pleadings, discovery responses, information, and documents arising out of the LAWSUIT by executing this RELEASE.

c. The RELEASING PARTIES warrant and represent that they have fully read this RELEASE; that they have fully discussed all the terms, conditions, and consequences of this

RELEASE with attorneys of their own choice; that they have freely and without reservation relied upon the advice of their attorneys in entering into this RELEASE; that they are under no duress or undue influence in executing this RELEASE; and, that they therefore understand and voluntarily accept all the terms, conditions, and consequences of this RELEASE.

d. The RELEASING PARTIES warrant and represent that no promises or inducements have been offered, made, or accepted by anyone in connection with this RELEASE except for the terms expressly set forth herein; and, that they have accepted and executed this RELEASE without reliance upon any statements, claims, or representations made by the RELEASED PARTIES or their attorneys, consultants, representatives, or agents.

e. The RELEASING PARTIES warrant and represent that they understand and accept that this RELEASE is a compromise of disputed claims against the RELEASED PARTIES, and that neither the fact of this RELEASE nor the payment specified in Paragraph 3 herein shall constitute, or be construed by anyone, as an admission of fault or as a determination of liability on the part of the RELEASED PARTIES, who have at all times denied and continues to deny all claims asserted by USA, and intend merely to buy their peace through this RELEASE.

f. The RELEASING PARTIES warrant and represent that they have not sold, encumbered, assigned, transferred, conveyed, promised, or otherwise disposed of any of the claims released and discharged by this RELEASE, and that they have the sole right and exclusive authority to execute this RELEASE.

g. The RELEASING PARTIES agree to pay federal and/or state taxes, if any, which are required by law to be paid with respect to this settlement. The RELEASING PARTIES further agrees to indemnify the RELEASED PARTIES and hold them harmless from any interest,

taxes, or penalties assessed against them by any governmental agency as a result of non-payment of taxes on any amount paid to RELEASING PARTIES under the terms of this RELEASE.

**3. Payment**

a. In consideration of the release, indemnity, warranties, promises, conditions, and other provisions in this RELEASE, and upon full execution of this RELEASE and upon the Court's approval of the proposed Consent Decree filed in this action identified herein, a total of SEVENTY-FIVE THOUSAND and NO/100 DOLLARS (\$75,000.00) shall be paid in three one-time, lump sum payments as follows: \$10,000 shall be paid to Legal Aid Services of Oklahoma, Inc.; \$45,000 shall be paid to Alexandra M. Zackery; and \$20,000 shall be paid to MidFirst Bank and Alexandra M. Zackery to hold in trust as custodians for Minor A.Z.

**4. Other Provisions**

a. This instrument including the recitals contains the entire terms of the RELEASE, and no part of this RELEASE shall be modified, amended, or waived in any respect, except by a written instrument executed by the RELEASING and RELEASED PARTIES.

b. Each party to the LAWSUIT shall bear their own respective costs, expenses, and attorney's fees associated with this action.

\_\_\_\_\_  
ALEXANDRA ZACKERY, INDIVIDUALLY AND AS  
MOTHER AND NEXT FRIEND OF A.Z., A MINOR

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared ALEXANDRA ZACKERY, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set out.

Given under my hand and seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

LEGAL AID SERVICES OF OKLAHOMA, INC.

BY: \_\_\_\_\_

\_\_\_\_\_  
(PRINTED NAME AND POSITION)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set out.

Given under my hand and seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC



**APPENDIX E**

**INSTRUCTIONS FOR PAYMENT**

Pursuant to Section X, Paragraph 23, of this Consent Decree, within thirty (30) days after the date of entry of this Consent Decree, Defendants shall pay the total sum of Seventy-Five thousand dollars (\$75,000) in monetary damages to aggrieved persons as follows:

1. Ten thousand dollars (\$10,000) paid in the form of a check payable to “Legal Aid Services of Oklahoma, Inc.”
2. Forty-five thousand dollars (\$45,000) paid in the form of a check payable to “Alexandra M. Zackery.”
3. Twenty thousand dollars (\$20,000) paid in the form of a check payable to “MidFirst Bank and Alexandra M. Zackery to hold in trust as custodians for Minor A.Z.”

Defendants shall deliver the above three checks to counsel for the United States via overnight delivery as follows:

Chief, Housing and Civil Enforcement Section  
Civil Rights Division  
United States Department of Justice  
4 Constitution Square  
150 M St. NE  
Washington, DC 20001  
Attn: DJ #175-60-186

Counsel for the United States will act in accordance with Section X, Paragraph 24, for delivery of the checks to the aggrieved persons.