

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA  
CHARLESTON DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ENCORE MANAGEMENT COMPANY,  
INC., PERKINS PARKE LIMITED  
PARTNERSHIP, ANTHONY JAMES,  
KISHA JAMES, and CHRISTOPHER T.  
JAMES,

Defendants.

---

Case No. 2:14-cv-28101

**CONSENT ORDER AMONG THE UNITED STATES,  
ENCORE MANAGEMENT COMPANY, INC., AND  
PERKINS PARKE LIMITED PARTNERSHIP**

**I. INTRODUCTION**

1. This action was filed by the United States of America to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3631 (“Fair Housing Act”).

2. The United States alleges that Perkins Parke Limited Partnership owns Perkins Parke Apartments, a 56-unit apartment complex located at 100 Drexel Place, Cross Lanes, West Virginia. Encore Management Company, Inc. (together with Perkins Parke Limited Partnership, the “Defendants”), managed Perkins Parke Apartments. Anthony James, Kisha James, and Christopher T. James (collectively, the “Individual Defendants”) are former employees of Encore Management Company, Inc.

3. As of August 1, 2015, Defendant Encore Management Company, Inc. is no longer in the business of owning, operating, or managing multi-family housing (“business of multi-family housing”). Defendant Encore Management Company, Inc. does not presently intend to re-enter the business of multi-family housing.

4. The United States alleges that, at least from 2012 through 2013, Defendants and Individual Defendants engaged in a pattern or practice of discrimination on the basis of sex at Perkins Parke Apartments. Specifically, the United States alleges that Anthony James, who was employed as a site manager and district manager by Defendants, Christopher T. James, who was employed as a maintenance worker by Defendants, and Kisha James, who was employed as a site manager by Defendants, have subjected actual and prospective female tenants of rental properties to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment, on multiple occasions. Such allegations include, but are not limited to:

- a. Entering the residences of female tenants without permission or notice;
- b. Conditioning or offering tangible housing benefits in exchange for sexual acts;
- c. Coercing female tenants to engage in unwelcome sexual acts;
- d. Exposing one’s body in a sexual manner to female tenants;
- e. Making unwelcome sexual comments, unwelcome sexual gestures, and unwelcome sexual advances to female tenants, including subjecting female tenants to unwanted sexual touching and other unwanted sexual acts;
- f. Sending unwelcome sexual text messages to female tenants, including asking female tenants to engage in sexual acts;

- g. Taking adverse housing actions, or threatening to take such actions, against female tenants who have objected to and/or would not continue to grant sexual favors;
- h. Sending the police to the home of a tenant who objected to and/or would not continue to grant sexual favors; and
- i. Receiving tenants complaints about sexual harassment and failing to take appropriate steps to remedy or stop it.

5. The United States further alleges that the Defendants are liable for the discriminatory conduct of the Individual Defendants.

6. In addition, the United States alleges that Encore Management Company, Inc. has subjected actual and prospective female tenants of rental properties to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment, on multiple occasions. Such conduct has included, but is not limited to:

- a. Failing to maintain or repair apartment units;
- b. Providing a negative tenant reference for a tenant because she had filed a complaint with HUD; and
- c. Taking actions designed to result in adverse housing and employment actions.

7. The United States further alleges that Perkins Parke Limited Partnership is liable for the discriminatory conduct of Encore Management Company, Inc.

8. The United States alleges that Defendants and Individual Defendants have engaged in a pattern or practice of discrimination on the basis of sex and/or a denial of rights to a group of persons that raises an issue of public importance, in violation of 42 U.S.C. § 3614, in the rental of dwelling units. This action was also filed pursuant to 42 U.S.C. § 3612(o).

9. The United States alleges that the Defendants and Individual Defendants have made unavailable or denied housing to persons because of sex, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of sex, in violation of 42 U.S.C. § 3604(b); made statements with respect to the rental of a dwelling that indicated a preference, limitation, or discrimination based on sex in violation of 42 U.S.C. § 3604(c); and coerced, intimidated, threatened, or interfered with persons in the exercise or enjoyment of, or on account of her having exercised or enjoyed, the rights granted or protected by Section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

10. The United States alleges that female tenants, prospective tenants, and persons associated with them have been injured by the discriminatory conduct of Defendants and Individual Defendants. Such persons are “aggrieved persons” as defined in 42 U.S.C. § 3602(i) and have suffered damages as a result of the conduct of Defendants and Individual Defendants.

11. The United States alleges that the conduct of Defendants and Individual Defendants was intentional, willful, and/or taken in reckless disregard for the rights of others.

12. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and 3614. Venue is proper under 28 U.S.C. § 1391(b), as a substantial part of the events or omissions giving rise to the claims alleged herein arose in the Southern District of West Virginia.

13. The United States and Defendants have agreed that to avoid protracted and costly litigation, the claims against Defendants should be resolved without a trial. Therefore, the United States and Defendants consent to the entry of this Consent Order, as shown by the signatures below. Nothing in this Consent Order shall be construed as a finding or admission of

liability on the part of Defendants Encore Management Company, Inc. or Perkins Parke Limited Partnership.

14. This Consent Order does not resolve any of the United States' claims against any of the Individual Defendants.

**ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

## **II. SCOPE**

15. The provisions of this Consent Order shall apply to Defendants and their officers, agents, employees, and all other persons or entities in active concert or participation with them, except that they do not apply to any of the Individual Defendants. Notwithstanding anything to the contrary contained herein, the provisions of this Consent Order shall not apply to any general partner of Perkins Parke Limited Partnership and/or any of the limited partners of Perkins Parke Limited Partnership, provided that the any such general partner and/or limited partner is not also an officer, agent, or employee of Encore Management Company, Inc.

16. Unless otherwise specified herein, the provisions of this Decree apply to any residential rental property that is owned or operated by either Defendant, or that is owned or operated by any entity of which either Defendant is an officer, agent, employee, or partner, or in which either Defendant has any ownership, financial, or control interest, whether that property is currently owned or acquired during the term of this Consent Order ("Subject Properties"). Currently, Perkins Parke Apartments is the only Subject Property.

17. In the event that management of any Subject Property is transferred to a management company (the "Replacement Manager") that is not affiliated with Encore Management Company, Inc. and/or Douglas Pauley, then notwithstanding anything to the

contrary contained herein, the injunctive relief contained in paragraphs 19 – 33 is suspended, provided that, within 30 days of its appointment:

- a. The Replacement Manager provides a written non-discrimination policy statement to DOJ;
- b. The Replacement Manager provides a written statement to DOJ that (i) it will comply with the provisions of paragraph 20; (ii) it shall take all appropriate measures to relieve or otherwise permanently prohibit any of the Individual Defendants from directly or indirectly participating in any property management or maintenance responsibilities at any of the Subject Properties; and (iii) it will manage the subject property so as to comply with applicable Federal and state housing anti-discrimination law.

18. This Consent Order is effective immediately upon its entry by the Court. For purposes of this Consent Order, the phrases “entry of the Consent Order” and “effective date” shall refer to the date on which the Court enters the Consent Order.

### III. GENERAL INJUNCTION

19. For the term of this Consent Order, in the event that Defendant Encore Management Company, Inc. re-enters the business of multi-family housing, Defendant Encore Management Company, Inc. shall notify the Department of Justice within fifteen (15) days of re-entering the business of multi-family housing,<sup>1</sup> and, in such event, the provisions for injunctive relief set forth in Paragraphs 19-33 below shall apply to Defendant Encore Management Company, Inc. and its agents, employees, assigns, and successors in interest.

20. Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, are enjoined, with respect to the rental of dwellings at the Subject Properties,<sup>2</sup> from:

- a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;
- 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 sex;

---

<sup>1</sup> All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-84-47, or as otherwise directed by the United States. Alternatively, documents or other communications required by this Consent Order may be transmitted by facsimile. Facsimile transmissions shall be sent to (202) 514-1116 and shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W. Suite 7002, Washington, D.C. 20006, Attn: DJ 175-84-47.

<sup>2</sup> The term “dwellings” has the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b).

- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of sex; and
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of her having exercised or enjoyed, or on account of her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

21. Defendants shall take all appropriate measures to relieve or otherwise permanently prohibit any of the Individual Defendants from directly or indirectly participating in any property management or maintenance responsibilities at any of the Subject Properties, and from entering the premises of any of the Subject Properties.

#### **IV. NONDISCRIMINATION POLICY AND PROCEDURES**

22. Defendants shall create and submit, for the United States' approval, a written nondiscrimination policy, including a policy prohibiting sexual harassment of tenants. This policy and procedure shall apply to all Subject Properties. These actions shall be taken within 30 days of the entry of this Consent Order for Defendant Perkins Parke Limited Partnership, and within 30 days of re-entering the business of multi-family housing for Defendant Encore Management Company, Inc.

23. Within 15 days after the United States has indicated its approval of the policy, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, employees, agents, and anyone acting under the direction of Defendant(s) who has responsibility for showing, renting, managing, maintaining, or operating any and all dwelling units at the



Subject Properties. Defendants shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under their direction, on an annual basis thereafter.

24. Within 15 days after the United States has indicated its approval of the policy, Defendants shall take the following steps to notify the public of their Nondiscrimination Policy:

- a. Prominently post at all rental offices that Defendant(s) currently or subsequently use for the rental of dwellings, or in any other location in which they regularly conduct rental business with tenants or prospective tenants, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;
- b. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories, and other written materials; on radio, television, internet, or other media broadcasts; and on all billboards, signs, pamphlets, brochures, and other promotional literature, provided that this requirement does not compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable;
- c. Include the following phrase in the rental application(s) and the rental agreement(s) used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex,

national origin, religion, disability or familial status  
(having children under age 18).

25. Defendants, and their employees and agents, shall refrain from entering any dwelling unit except when necessary to inspect the unit or make repairs. Defendants, and their employees and agents, shall provide the tenant with at least five days' written notice of any intent to enter the unit, except in exigent circumstances or when requested by the tenant for repairs or other matters related to their tenancy. Such notice shall explain the reason for such inspection and contain a telephone number that tenants may call to re-schedule the unit inspection or visit. Absent exigent circumstances, Defendants, and their employees and agents, shall respect all reasonable requests by tenants to re-schedule such visits and shall ensure, to the maximum extent feasible, that tenants have the opportunity to be present for unit inspections or visits.

#### **V. TRAINING**

26. Defendants shall provide a copy of this Order to their agents and employees involved in showing, renting, managing, maintaining, or operating any dwelling unit at the Subject Properties. Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Policy. This statement shall be in the form of Appendix A. These actions shall be taken within 30 days of the entry of this Consent Order for Defendant Perkins Parke LP, and within 30 days of re-entering the business of multi-family housing for Defendant Encore Management Company, Inc.

27. During the term of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, managing, maintaining, or operating any dwelling unit at the Subject Properties, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of Appendix A.

28. Within 90 days of Defendant Encore Management Company, Inc. re-entering the business of multi-family housing, Defendant Encore Management Company, Inc. and its managers, agents, and employees shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of sex and sexual harassment. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and shall last at least two hours. Any expenses associated with this training shall be borne by Defendant Encore Management Company, Inc. Each individual who receives the training shall execute the Certificate of Training and Receipt of Consent Order, appearing at Appendix B.

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

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
- b. A question and answer session for the purpose of reviewing the foregoing areas.

30. All Encore Management Company, Inc. managers, agents, and employees responsible for renting, managing, maintaining, and/or operating dwelling units at a Subject Property must receive the fair housing training described in Paragraph 27 within 30 days of beginning work at a Subject Property.

## **VI. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

31. Defendants shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events:

- a. Any change to Defendants' rules or practices regarding the Nondiscrimination Policy or the nondiscriminatory standards and procedures discussed in Section IV, above;
- b. Notice of the acquisition of an indirect or direct ownership, financial, or management interest in any dwelling(s) for rent that are Subject Properties;
- c. Proof of notification of the nondiscrimination policy described in Section IV, including executed copies of the Acknowledgment forms, appearing at Appendix A, and a list of the names and addresses for all tenants to whom the policy was provided;
- d. Any information indicating that Defendants, or any of their agents or employees, is in violation of this Consent Order; and
- e. Any written or oral complaint against any of the Defendants, or any of Defendants' agents or employees, regarding discrimination in housing. If the complaint is made orally, Defendants shall maintain a log upon which they record the name of the complainant; the address and telephone number of the complainant; the date the complaint was received; the name of the Defendant

employee or agent who received the complaint; the name of the Defendant employee or agent who is the subject of the complaint; the name of the property involved in the complaint; and a general description of the complaint. If the complaint is written, Defendant(s) shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant(s) shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within 15 days of the substance of any resolution of such complaint.

32. Defendants shall deliver to counsel for the United States a report containing information about their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices A and B;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Section IV;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Section IV of this Order;
- d. A list of all rental properties in which Defendants or their members, acquire an ownership or management interest, in whole or in part, after the date of entry of this Order, including the street address, the number of rental units at each property, and a description of the interest in the property; and

- e. Written and sworn verification by Defendants that the Individual Defendants have been relieved or otherwise permanently prohibited from directly or indirectly participating in any property management or maintenance responsibilities at any of the Subject Properties, and from entering the premises of any of the Subject Properties.

These actions shall be taken within 90 days of entry of this Consent Order for Defendant Perkins Parke Limited Partnership, and every 6 months thereafter for the duration of this Consent Order, and within 90 days of re-entering the business of multi-family housing for Defendant Encore Management Company, Inc., and every 6 months thereafter for the duration of this Consent Order. In addition to the reports required above, Defendants shall submit a final report to the United States no later than 60 days before the expiration of this Order.

33. During the period in which this Consent Order is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Consent Order. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

## **VII. MONETARY DAMAGES FOR AGGRIEVED PERSONS**

34. On behalf of Defendants, Encore Management Company, Inc. shall deliver to counsel for the United States, by overnight delivery, the amount of \$110,000 for the purpose of compensating the aggrieved persons identified in Appendix C.<sup>3</sup> These funds shall be delivered

---

<sup>3</sup> The United States will petition the Court for an order directing the United States to deposit payments, pursuant to this Order, for minor children into an interest-bearing trust account

to counsel for the United States as follows: \$50,000 within 30 days of the entry of this Consent Order; \$30,000 within 120 days of the entry of this Consent Order; and \$30,000 within 270 days of the entry of this Consent Order. These funds shall be delivered to counsel for the United States by separate checks payable to each of the individuals listed in Appendix C, in the amounts provided to Defendants by the United States within 15 days of the entry of this Consent Order.

35. As a prerequisite to receiving any payment, each individual named in Appendix C shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that she or he may have against Defendants relating to the claims asserted in this lawsuit. Such release shall state that the individual does not release any claims she or he might have against Anthony James, Kisha James, or Christopher Terrill James. Such release shall take the form of Appendix D.

36. The damages required to be paid pursuant to this Section are debts for the alleged willful and malicious injury by Defendants of the aggrieved persons within the meaning of title 11 of the United States Code, 11 U.S.C. § 523(a), and the alleged willful or malicious injury by Defendants of the aggrieved persons within the meaning of title 11 of the United States Code, 11 U.S.C. § 1328(a). No Defendant shall seek to discharge any part of this debt in bankruptcy.

37. Defendants understand that the United States has agreed to a multi-payment schedule for compensating the aggrieved persons identified in Appendix C based solely on sworn financial disclosure statements and other financial information that Defendants provided to the United States (“Financial Statements”), and the United States has relied on the accuracy and completeness of those Financial Statements in entering into this Order. Defendants warrant that they did not own or have an interest in any asset(s) that was not disclosed in the Financial

---

in each minor child’s name, the balance of which will not be available for withdrawal until each child reaches the age of majority.

Statements, and that they made no knowing misrepresentations in, or in connection with, the Financial Statements.

### **VIII. CIVIL PENALTY**

38. Within 30 days after the entry of this Consent Order, Defendant Encore Management Company, Inc. shall pay a total of \$10,000 to the United States as a civil penalty, pursuant to 42. U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

39. The civil penalty referenced in the preceding paragraph is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. No Defendant shall seek to discharge any part of this debt in bankruptcy.

### **IX. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS**

40. If, at any time while this Consent Order remains in effect, either Defendant acquires a direct or indirect ownership, management, or other financial interest in any other residential rental property, such property shall be considered a Subject Property and shall become subject to the applicable provisions of this Consent Order. Within thirty (30) days of acquiring such an interest, Defendant shall notify counsel for the United States of the nature of Defendant's interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under the Consent Order. Defendant shall further provide a copy of the documents memorializing the transfer of interest.

41. If at any time while this Consent Order remains in effect, either Defendant maintains that its obligations under this Consent Order have terminated or changed because it has



sold or transferred its ownership or management of all or any portion of one of the Subject Properties to a bona-fide third party purchaser in an arms-length transaction,<sup>4</sup> Defendant shall inform the United States within 30 days of such 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.

42. If any transfer of interest in ownership or management of all or any portion of one of the Subject Properties is not an arms-length transaction and such transfer is an affiliate of Encore Management Company, Inc. then Encore Management Company, Inc. and the new owner/manager shall remain jointly and severally liable for any violations of this Consent Order for its duration.

**X. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE**

43. Defendants are hereby notified that, in the event that Defendants fail to comply with any of the terms of this Consent Order and the United States obtains an order establishing such noncompliance, the United States may take appropriate action, including but not limited to notifying the appropriate state housing finance agency of the violation. See 26 U.S.C. § 42(m)(1)(B)(iii).

---

<sup>4</sup> For purposes of this Consent Order, “arms-length transaction” is defined as a transaction 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. Transactions between corporate entities in which Encore Management Company, Inc., or any person related to Encore Management Company, Inc. by blood or marriage, is an officer, agent, employee, or has any ownership, financial, or control interest shall not be considered an arms-length transaction.

## **XI. NON-COMPLIANCE WITH CONSENT ORDER**

44. By agreeing to entry of this Consent Order, the United States and Defendants agree that in the event any Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1) (C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.

45. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. This Order shall be in effect for a period of 3 years from the date of its entry. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

46. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by a Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order 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 which may have been occasioned by the violation or failure to perform.

## **XII. TIME FOR PERFORMANCE**

47. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Order or until such time as the Court indicates through written order that it has not approved the modification.

## **XIII. COSTS OF LITIGATION**

48. The United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

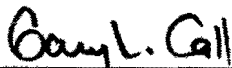
**IT IS SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

United States District Judge

*For the United States*

R. BOOTH GOODWIN II  
United States Attorney



---

GARY L. CALL  
Assistant United States Attorney  
Southern District of West Virginia  
WV State Bar No. 589  
P.O. Box 1713  
Charleston, WV 25326  
Phone: (304) 345-2200  
Fax: (304) 347-5440  
E-mail: Gary.Call@usdoj.gov

LORETTA LYNCH  
Attorney General

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
Civil Rights Division



---

STEVEN H. ROSENBAUM  
SAMEENA MAJEED  
MEGAN K. WHYTE DE VASQUEZ  
SEAN R. KEVENEY  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue NW  
Northwestern Building, 7th Floor  
Washington, DC 20530  
Phone: (202) 353-4142  
Fax: (202) 514-1116  
Megan.Whyte.de.Vasquez@usdoj.gov

*For Encore Management Company, Inc.*



---

RICKLIN BROWN  
WV State Bar No. 500  
Bailey & Glasser LLP  
209 Capitol Street  
Charleston, WV 25301  
Phone: (304) 345-6555  
Fax: (304) 342-1110

Counsel for Defendant  
Encore Management Company, Inc.



---

DOUGLAS PAULEY, PRESIDENT  
On behalf of Encore Management  
Company, Inc.

*For Perkins Parke Limited Partnership*



---

RICKLIN BROWN  
WV State Bar No. 500  
Bailey & Glasser LLP  
209 Capitol Street  
Charleston, WV 25301  
Phone: (304) 345-6555  
Fax: (304) 342-1110

Counsel for Defendant  
Perkins Parke Limited Partnership



---

DOUGLAS PAULEY, GENERAL PARTNER  
On behalf of Perkins Parke  
Limited Partnership

*For Aggrieved Persons Greta Ramey, Amelia Clark, Diana Herndon, and Charlene Cook*

  
BRIAN V. GORMAN

WV ID PHV-23779

KRISTIE L. HORRELL

WV ID PHV-23778

Southwestern Pennsylvania Legal Services, Inc.

10 West Cherry Avenue

Washington, PA 15301

Phone: (724) 225-6170

Counsel for Aggrieved Persons Greta Ramey,  
Amelia Clark, Diana Herndon, and Charlene Cook


SUSANA PATRICIA CAMPOS DUARTE

WV State Bar No. 10085

SANDRA HENSON KENNEY

WV State Bar No. 6329

Legal Aid of West Virginia

922 Quarrier Street, Floor 4

Charleston, WV 25301

Phone: (304) 343-3013

Counsel for Aggrieved Persons Greta Ramey,  
Amelia Clark, Diana Herndon, and Charlene Cook

**APPENDIX A**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER  
AND NONDISCRIMINATION POLICY**

I acknowledge that on \_\_\_\_\_, 20 \_\_, I was provided copies of the Consent Order entered by the Court in United States v. Encore Management Company, Inc., et al., Civil Action No. 14-cv-28101 (S.D. W. Va.), and the Nondiscrimination Policy required by that Consent Order. 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/Position

\_\_\_\_\_  
Company/Employer

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued

\_\_\_\_\_  
Home Telephone Number

\_\_\_\_\_  
Date

**APPENDIX B**

**EMPLOYEE TRAINING ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_ minutes of in-person training on the requirements of the Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Company/Employer

\_\_\_\_\_  
Date



**APPENDIX C**

- a. Greta Ramey, \$30,000
- b. Greta Ramey's three minor children, \$2,000, \$1,000, \$1,000
- c. Amelia Clark, \$12,000
- d. Amelia Clark's minor child, \$2,000
- e. Diana Herndon, \$10,000
- f. Charlene Cook, \$12,000
- g. Teresa Stringer, \$20,000
- h. Linda Harper, \$10,000
- i. Ashley Edens, \$10,000

**APPENDIX D**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of United States v. Encore Management Company, Inc., et al., Civil Action No. 14-cv-28101 (S.D. W. Va.), as approved by the United States District Court for the Southern District of West Virginia, and in consideration for the payment of \$ \_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge Encore Management Company, Inc. and Perkins Parke Limited Partnership, along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control—except for Anthony James, Kisha James, and Christopher Terrill James—from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above. I do not release any claims I may have against Anthony James, Kisha James, or Christopher Terrill James.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I waive any claims I may have against the United States, the Department of Justice, or its agents or employees, arising out of this action. This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued