

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 08-61295-CIV-COHN/SELTZER
)	
C.F. ENTERPRISES, LLC,)	
CRAIG FORMAN, AND DON MURRONI,)	
)	
Defendants.)	
_____)	

**CONSENT DECREE BETWEEN PLAINTIFF UNITED STATES AND DEFENDANTS
C.F. ENTERPRISES, LLC AND CRAIG FORMAN**

I. INTRODUCTION

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619. The United States alleges that Defendants C.F. Enterprises, LLC, Craig Forman, and Don Murrone have engaged in a pattern or practice of discrimination on the basis of race or color or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at College Square Apartments. Defendant C.F. Enterprises owns College Square Apartments (“College Square”) in Davie, Florida. Defendant Craig Forman is the President of C.F. Enterprises and is the individual ultimately responsible for the management of the complex. Until recently, Defendant Don Murrone (“Murrone”) was the property manager at College Square.

2. The United States alleges that Defendant Forman instructed property managers not to rent to applicants who appeared to be black and African-American. The United States further alleges that Defendant Murrone made statements to white persons that a selling point of the apartment

complex is that the complex does not have any black residents, denied the availability of apartments to African-American persons while at the same time telling white persons about available apartments, discouraged African-American persons from applying for an apartment while encouraging white persons to apply, and offered to waive the application fee or other costs for white persons while not making similar offers for African-American persons. The United States alleges that C.F. Enterprises is vicariously liable for the actions of its agents.

3. The United States alleges that through this conduct Defendants have:

- a. Discriminated by refusing to rent, negotiate for the rental of, or by otherwise making available or denying dwellings to persons because of race or color, in violation of 42 U.S.C. § 3604(a);
- b. Discriminated against persons in the terms, conditions, or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color, in violation of 42 U.S.C. § 3604(b);
- c. Discriminated by making, or causing to be made, statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on race or color, in violation of 42 U.S.C. § 3604(c); and
- d. Discriminated by representing to persons because of race or color that dwellings are not available for rental when such dwellings are in fact so available, in violation of 42 U.S.C. § 3604(d).

4. The United States, Defendant C.F. Enterprises and Defendant Craig Forman have agreed that to avoid protracted and costly litigation, this controversy should be resolved without a trial. Defendant C.F. Enterprises and Defendant Craig Forman (collectively, "Defendants" or, when

referring to either one, "either Defendant") consent to the entry of this Consent Decree.

ACCORDINGLY, It is hereby ADJUDGED, ORDERED and DECREED:

II. GENERAL INJUNCTION

5. Defendants, their officers, agents, employees, successors and assigns, and all other persons in active concert or participation with them, are enjoined, with respect to the rental of dwellings, from:

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;
- c. Representing to persons because of race or color that any dwelling is not available for inspection or rent when such dwelling is, in fact, so available;
- d. Making statements with respect to the rental of a dwelling that indicate any preference, limitation, or discrimination because of race or color;
- e. Offering to reduce fees or other costs to white persons but not African-American persons because of race or color; and
- f. Discouraging African-American persons from applying for an apartment while encouraging white persons to apply.

6. For the duration of this Consent Decree, Defendants shall use an individual or individuals (hereinafter "Manager(s)") to manage the rental of College Square Apartments and any and all

residential rental properties in which either Defendant acquires a direct or indirect ownership, management, or other financial interest (hereinafter "Subject Properties."). The Manager(s) shall be familiar with the requirements of the Fair Housing Act. Within fifteen (15) days of the entry of this Consent Decree, Defendants shall provide name and information pertaining to the qualifications of the proposed Manager to the United States for approval. Upon reviewing the Manager's qualifications, the United States may either approve or disapprove of the Manager. If the United States disapproves of the Manager, it shall state the reasons for its disapproval and allow Defendants forty-five (45) days in which to remedy the basis for the United States disapproval. In the event that Defendants are unable to meet the reasonable requirements of the United States, Defendants shall have ninety (90) days in which to retain or otherwise enter into an agreement with an individual or individuals, approved in advance by the United States, to manage the rental of College Square Apartments and any and all residential rental properties in which either Defendant has a direct or indirect ownership, management, or other financial interest, for the duration of this Consent Decree.

7. If after retaining the independent Manager(s), either Defendant wishes to change to another independent Manager(s) during the duration of this Consent Decree, the Defendant may do so, provided that any such subsequent Manager(s) must also be approved in advance by the United States and comply with the requirements described in this Consent Decree.

8. For the duration of this Consent Decree, only the Manager(s) shall be responsible for showing and renting units, collecting rents, determining whom to rent to and/or evict, overseeing all aspects of the rental process, and engaging in any other management activities. All repairs should be made under the supervision of the Manager or a third-party contractor. The rental of a

unit to a prospective applicant shall be made at the discretion of the Manager and shall not be conditioned upon approval by either Defendant. In exigent circumstances requiring immediate assistance or action, Defendant Forman may perform these management activities for the period of the exigency.

9. For the duration of this Consent Decree, the Manager(s) also shall be responsible for:
 - a. When not performed by a third-party contractor, accepting and processing requests for repairs to ensure that repairs are performed in a uniform manner and the order of the repairs roughly correlates to the order in which the Manager receives the repair requests, except for emergency repairs or delay due to the ordering of supplies;
 - b. Implementing the Nondiscrimination Policy described in Section III, infra;
 - c. Sending to the United States within one year after the entry of the Consent Decree, and every six (6) months thereafter through the term of the Consent Decree, except that the last submission is due sixty (60) days prior to the date of the expiration of the Consent Decree, a list of all tenants at the Subject Properties and their telephone numbers;
 - d. Notifying the United States in the event a Manager obtains any information indicating that any Defendant is in violation of this Consent Decree; and
 - e. Providing any information reasonably related to compliance with this Consent Decree that is reasonably requested by the United States.

III. NONDISCRIMINATION POLICY

10. Upon entry of this consent decree, Defendants shall implement the Nondiscrimination Policy appearing at Appendix A at the Subject Properties.

11. Within fifteen (15) days of the entry of the Consent Decree, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, employees, agents, and anyone acting under the direction of either Defendant, who has responsibility for showing, renting, or managing 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 its direction, on an annual basis thereafter.

IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

12. Within fifteen (15) days of the United States' approval of the Nondiscrimination Policy, Defendants shall take the following steps to notify the public of its Nondiscrimination Policy:

- a. Prominently post at all rental offices that either Defendant currently or subsequently uses for the rental of dwellings, 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. Whenever any dwelling unit at any of the Subject Properties is available for rent, the Defendant(s) shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan and logo shall be

prominently displayed and easily readable.

- c. 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 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.
- d. Include the following phrase in the standard rental application and the standard rental agreement 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).

- e. Within thirty (30) days after the entry of this Consent Decree and on an annual basis thereafter for the duration of this Consent Decree, provide written notification to the Housing Opportunities Project for Excellence, Inc. and the Fair Housing Center of Greater Palm Beaches that it is Defendants' policy to rent apartments at College Square Apartments subject to uniform, nondiscriminatory standards to all qualified persons without regard to race, color, national origin, religion, sex, disability, or familial status (having children under age 18). This

notice shall be sent to:

Hope, Inc. (Housing Opportunities Project for Excellence, Inc.)
18441 N.W. 2nd Avenue, Suite 218
Miami, Florida 33169

Fair Housing Center of Greater Palm Beaches
1300 West Lantana Road, Suite 200
Lantana, Florida 33462

V. TRAINING

13. Within thirty (30) days of the entry of this Consent Decree, Defendants shall provide a copy of this Consent Decree to its agents and employees involved in showing, renting, or managing 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 Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the Policy. This statement shall be in the form of Appendix B.

14. During the term of this Consent Decree, within thirty (30) days after each new agent or employee becomes involved in showing, renting, or managing units at the Subject Properties, Defendants shall provide a copy of this Consent Decree 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 Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the

Consent Decree and the policy. This statement shall be in the form of Appendix B.

15. Within ninety (90) days from the date of entry of this Consent Decree, Defendants and their managers, agents, and employees shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by Defendants. Each individual who receives the training shall execute the Certificate of Training and Receipt of Consent Decree, appearing at Appendix C.

16. 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.

17. All Managers must receive the fair housing training, described in Paragraphs 15 and 16, within 90 days of entry of this Consent Decree or within 30 days of beginning their work as Manager(s), whichever shall occur later.

VI. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS

18. Within thirty (30) days from the date of entry of this Consent Decree, Defendants shall develop and submit to the United States, with respect to Subject Properties, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the

United States in advance of their implementation and shall be consistent with the provisions of this Section. Within five (5) days of when the United States approves the standards and procedures, Defendants shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Decree, these standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

19. The nondiscriminatory standards and procedures discussed in Paragraph 18, above, shall include the use of the following documents, which Defendants shall update as new information becomes available, and retain for the duration of the Consent Decree:

- a. Guest Cards: Defendants shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or the Defendants, that contains:
 1. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
 2. The race of the prospective tenant, based on the good faith observation of Defendants or their employee or agent;
 3. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
 4. Whether the prospective tenant filled out an application;

5. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not, an explanation why not; and
 6. The names of all employees/agents who assisted the prospective tenant.
- b. **Availability List:** Defendants shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within thirty (30) days, including the date either Defendant or Defendant's agent was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants, their agents, and their employees shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.
 - c. **Rental Applications:** Defendants, their agents, and their employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
 - d. **Waiting Lists:** Defendants, their agents, and their employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.

VII. COMPLIANCE TESTING

20. 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 office(s) in which the

Defendants conduct rental activities.

VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

21. Defendants shall, no later than fifteen (15) days after occurrence, provide to the United States notification and documentation of the following events:¹

- a. The identity and qualifications of the proposed Manager in compliance with Paragraph 6;
- b. Any change to the rules or practices regarding the nondiscrimination policy discussed in Paragraph 10 or the nondiscriminatory standards and procedures discussed in Paragraph 18;
- c. Notice of the acquisition of an indirect or direct ownership, financial, or management interest in any additional dwelling for rent, as described in Paragraph 6 and Section XI, infra;
- d. Proof of notification of the nondiscrimination policy described in paragraphs 11 and 14, including executed copies of the Employee Acknowledgment forms, appearing at Appendix B, and a list of the names and addresses for all tenants to whom the policy was provided;
- e. Any written or oral complaint against either Defendant, or any of Defendants' agents or employees, regarding discrimination in housing. If the complaint is

¹ All documents or other communications required by this Consent Decree 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 175-37-343, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

written, the 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. The 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 fifteen (15) days of the substance of any resolution of such complaint; and

- f. Any advertisements published in local newspapers pursuant to Paragraphs 27 and 28.

22. Within ninety (90) days of the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, 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. All executed copies of the Certificate of Training and Receipt of Consent Decree, appearing at Appendix C;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Paragraph 18;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections IV and VI of this Consent Decree;
- d. Copies of standard rental applications and rental agreements, pursuant to Section IV of this Consent Decree;
- e. Copies of all guest cards, availability lists, rental applications, and other

information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Consent Decree;

- f. Copies of the notice to the fair housing organizations referenced in Paragraph 12(e) and proof of mailing;
- g. A list of all rental properties in which Defendants or their members have an ownership or management interest, in whole or in part, including the street address, the number of rental units at each property, and a description of the interest in the property; and
- h. Notification of any purchase, inheritance, or acquisition involving Defendants or the members of C.F. Enterprises LLC of an ownership or management interest in any rental property which is used or intended to be used as a dwelling as defined by 42 U.S.C. § 3602(b), and any sale, transfer, or other disposition of any interest in rental properties, including the identity of the purchaser(s) to whom the interest is being transferred.

23. During the period in which this Consent Decree 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 Decree, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. 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.

IX. COMPENSATION OF AGGRIEVED PERSONS

24. Defendants will pay a total of one hundred fifteen thousand dollars (\$115,000) in monetary damages to persons whom the United States has identified as aggrieved persons. A list of such persons (hereinafter "identified aggrieved persons") specifying the amount to be paid to each person is attached as Appendix D. Within twenty (20) days of the entry of this Consent Decree, Defendants shall send via overnight courier to counsel for the United States checks made payable to each such person, in the amounts listed in Appendix D. Defendants' agreement to pay the amounts set forth in Exhibit D shall not be considered an admission by Defendants of the reasonableness of the compensation of aggrieved persons for purposes of the Settlement Fund.

25. Within one hundred twenty (120) days of the entry of this Consent Decree, Defendants shall deposit in an interest-bearing escrow account the total sum of twenty-five thousand dollars (\$25,000) for the purpose of compensating any persons whom the Court determines may have been harmed by Defendants' discriminatory rental practices (hereinafter "aggrieved persons"). This money shall be referred to as "the Settlement Fund." In addition, within fifteen (15) days of the establishment of this Fund, Defendants shall submit proof to the United States that this account has been established and the funds deposited.

26. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

27. Within sixty (60) days of the entry of this Consent Decree, Defendants shall complete publication of a Notice to Potential Victims of Housing Discrimination ("Notice"), in the form of the Notice at Appendix E, informing readers of the availability of compensatory funds. The Notice shall be published as follows:

- a. On at least four (4) occasions in the 'A' Section (or News Section) of the Westside Gazette, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
 - b. On at least four (4) occasions in the 'A' Section (or News Section) of The Broward Times, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
 - c. On at least two occasions in the 'A' Section (or News Section) of the Broward Edition of the Miami Herald, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page; and
 - d. On at least four (4) occasions in the 'A' Section (or News Section) of the Sun-Sentinel, including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page for two of the ads and one-eighth (1/8) of a page for the other two ads.
28. Defendants shall provide a copy of the newspapers containing each such Notice to counsel for the United States within fifteen (15) days after publication of each Notice.
29. Defendants shall produce any rental/tenancy records, or any other records in the possession, custody, or control of Defendants, or their agents or employees, upon notice to counsel for Defendants, that the United States believes to be useful in identifying persons who may be entitled to relief under this Consent Decree. Upon reasonable notice, Defendants shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through counsel for Defendants.
30. Nothing in this Consent Decree shall preclude the United States from making its own

efforts to locate and provide notice to potential aggrieved persons.

31. Aggrieved persons shall have one hundred eighty (180) days from the entry of the consent decree to contact the United States.

32. The United States shall investigate the claims of allegedly aggrieved persons and, within two hundred seventy (270) days from the entry of the consent decree, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. Defendants shall permit the United States, upon reasonable notice, to review and copy any records that may facilitate its determinations regarding the claims of allegedly aggrieved persons. The United States will inform Defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendants shall have fourteen (14) days to review the declarations and provide to the United States any documents or information that they believe may refute the claims.

33. After receiving Defendants' comments, the United States shall submit its final recommendations to the Court for approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person, together with a copy of the sworn declarations and any documents or additional information submitted by Defendants. Within fifteen (15) days of a Court order providing for the distribution of funds to aggrieved persons, Defendants shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court.

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

35. When counsel for the United States has received a check from Defendants payable to an aggrieved person and a signed release in the form of Appendix F from the aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the Defendants. No aggrieved person under paragraphs 24 and 33 shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix F.

36. After the satisfaction of Paragraphs 25-35, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to Defendants, in the proportion to which each Defendant provided payment.

X. CIVIL PENALTY

37. Within twenty (20) days after the entry of this Consent Decree, Defendants shall pay a total of seventy-four thousand dollars (\$74,000) 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."

38. In the event that either Defendant, or that Defendant's agents or employees engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" as to that Defendant pursuant to 42 U.S.C. § 3614(d).

XI. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES

39. If at any time while this Decree remains in effect, either Defendant decides to sell or otherwise transfer the entirety of that Defendant's interest in College Square Apartments to an

unrelated party in an arms-length transaction,² that Defendant shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide each prospective purchaser or other transferee a copy of this Consent Decree along with written notice that the subject property remains subject to Sections II-VIII and XI-XV of the Decree;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide the United States written notice of that Defendant's intent to sell or otherwise transfer that Defendant's interest in the property, along with a copy of the notice sent to each prospective purchaser or transferee, containing the latter's name, address and telephone number;
- c. Within thirty (30) days following completion of the sale or other transfer, that Defendant shall provide the United States a copy of the documents memorializing the transfer in interest of the property; and
- d. That Defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections II-VIII and XI-XV of this Consent Decree for the duration of the Decree, with respect to the property.

40. If a Defendant complies with Paragraph 39a-d, and transfers all of that Defendant's ownership, management, or other financial interest in the College Square Apartments to an arms-length purchaser or other transferee, then that Defendant shall thereafter be relieved of further

² For purposes of this Decree, "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.

obligations under this Consent Decree with regard to College Square Apartments.

41. If the proposed transfer of interest is not an arms-length transaction, the Defendant must comply with the requirements of Paragraph 39a-d. In addition, that Defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II-VIII and XI-XII of this Decree for its duration.

42. If at any time while this Decree remains in effect, either Defendant decides to acquire an ownership, management, or other financial interest in any residential rental property, either in whole or in part, that Defendant shall notify the United States in writing at least thirty (30) days before completion of the transaction, providing the name and address of the property and the identity of the manager of the property, and that property shall be subject to the provisions of this Decree for its duration. In addition, within thirty (30) days following completion of the purchase, the Defendant acquiring the interest shall provide the United States (a) a statement specifying the nature of the Defendant's interest in the property and a copy of the documents memorializing the acquisition of that interest; (b) the number of individual dwelling units at the property; (c) the names of any existing tenants; and (d) the national origin of each such tenant, based on the good faith observation of Defendant or its employee or agent.

XII. SCOPE AND DURATION OF CONSENT DECREE

43. The provisions of this Consent Decree shall apply to all of Defendants' officers, agents, employees, successors and assigns, and all persons acting in active concert or participation with them.

44. This Consent Decree shall remain in effect for three (3) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and Defendants further 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).

45. 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 interests of justice.

XIII. REMEDIES FOR NON-COMPLIANCE

46. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any of the Defendants, 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 which may have been occasioned by the violation or failure to perform.

XIV. TIME FOR PERFORMANCE

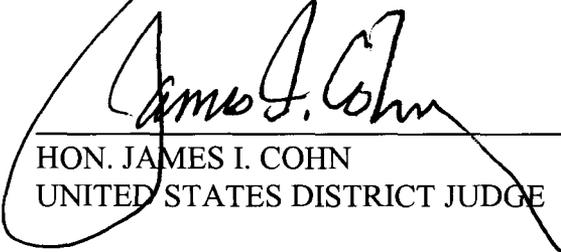
47. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such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

XV. COSTS OF LITIGATION

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

Accordingly, it is **ORDERED AND ADJUDGED** that all claims against Defendant C.F. Enterprises, LLC and Defendant Craig Forman in the above-captioned cause are **DISMISSED WITH PREJUDICE** with the parties to bear their own attorneys' fees and costs other than as specified in the Consent Decree. The Court will retain jurisdiction to enforce the terms of the Consent Decree.

DONE AND ORDERED this 26th day of August, 2009.


HON. JAMES I. COHN
UNITED STATES DISTRICT JUDGE

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

For the United States:

JEFFREY H. SLOMAN
Acting United States Attorney
Southern District of Florida

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

/s/ Veronica Harrell-James
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