

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION

UNITED STATES OF AMERICA,            )  
  )  
                                  Plaintiff,    )  
  )  
                                  v.            )     Case No.: 4:05-cv-0095-CLS  
  )  
DAWSON DEVELOPMENT COMPANY,        )  
L.L.C. and MILBURN LONG,            )  
  )  
                                  Defendants.   )  
\_\_\_\_\_                                  )

**CONSENT ORDER BETWEEN PLAINTIFF UNITED STATES AND DEFENDANT  
DAWSON DEVELOPMENT COMPANY, L.L.C.**

**I. Factual and Procedural Background**

The United States initiated this action on January 18, 2005, against Dawson Development Co. ("Dawson" or "Defendant") and Milburn Long ("Long"). In its complaint, the United States alleges that defendants violated the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 - 3619 ("the Act"), by discriminating on the basis of race or color with respect to the rental of residential rental units at the Park Place Apartments in Boaz, Alabama.

The United States alleges that were this case to proceed to trial, the United States would present evidence including the following:

1. At all relevant times prior to the filing of this lawsuit, Dawson owned and operated Park Place Apartments and Long was a Dawson employee hired to be the resident manager of Park

Place apartments.

2. In April, May, September, October and November of 2003, the United States performed fair housing tests in which similarly situated white testers and African-American testers visited the Park Place rental office, 1200 N. Main St., Boaz, and inquired about the availability of two-bedroom apartments. Audio recordings of these tests and other evidence obtained by the Justice Department indicated that white testers were treated differently than African-American testers. In particular:
  - a. On some tests, both white and African-American testers were told that there were no apartments available, but that their names would be put on a waiting list and that they would be called as soon as an apartment became available. In those cases, the white testers were later contacted and offered apartments, but the African-American testers were not contacted.
  - b. On other tests, the African-American testers were told that there were no apartments available, while the white testers were shown apartments immediately and invited to rent them.

In addition, the United States would introduce evidence showing that Long made a statement indicating an intent to discriminate against African-Americans and Hispanics.

The United States alleges that the conduct of defendants as described in the preceding paragraphs constitutes a refusal to rent, a refusal to negotiate for the rental of, or otherwise making unavailable or denying dwellings to persons because of race or color, in violation of 42 U.S.C. § 3604(a); discrimination 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); the making of statements that indicate a preference based on race and/or national origin, in violation of 42 U.S.C. §3604(c); and representation to persons because of race or color that dwellings were not available for rental when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d).

The United States further alleges that Defendants' conduct as described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Act; and a denial to a group of persons of rights granted by the Act, which denial raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

Defendant Dawson Development Co., L.L.C. alleges that were this case to proceed to trial, it would present evidence including the following:

1. At all times relevant to the allegations contained in the

Complaint filed by the United States, Milburn Long was responsible for the leasing of apartments at Park Place Apartments. Specifically:

- a. Long was solely responsible for assisting prospective tenants in completing and submitting lease applications.
  - b. Long was responsible for obtaining credit checks on prospective tenants and determining if prospective tenants met criteria established by Dawson Development Co., L.L.C.
  - c. Long was solely responsible for the creation and maintenance of a waiting list of prospective tenants.
  - d. Long was responsible for contacting prospective tenants to notify them of apartment availability as well as communicate with them regarding the approval or rejection of their lease application.
2. The owners, officers, staff, and other employees of Dawson Development Co., L.L.C. did not participate in or condone any discriminatory actions at Park Place Apartments or any other facility in which it has an interest.

The parties desire to avoid costly and protracted litigation and agree that the claims against defendant Dawson should be settled and resolved without the necessity of a trial. The parties have agreed to the entry of this Consent Order, as

indicated by the signatures below, as a full and final resolution of all claims of violation of the Fair Housing Act based on race or color that were alleged or could have been alleged in this action pursuant to 42 U.S.C. § 3614(a). Therefore, it is **ORDERED, ADJUDGED and DECREED** as follows:

## **II. Injunction**

1. Defendant, its agents, employees, successors, and all persons in active concert or participation with it is 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 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 because of race or color;
  - c. Making statements that indicate a preference based on race, color or national origin; or
  - a. Misrepresenting to any person because of race or color that any dwelling is not available for inspection or rental when such dwelling is, in fact, so available.

## **III. Nondiscrimination Policies and Procedures**

1. Defendant's responsibilities under this Consent Order shall apply to each and every dwelling unit in which Defendant has

an ownership, management, or other financial interest.

Dwelling units subject to this Order are hereinafter referred to as "covered dwelling units," a current list of which is attached as Exhibit A. Defendant's signature to this Order serve as a certification of the completeness and accuracy of this list.

2. Defendant shall prepare and implement uniform, non-discriminatory Policies and Procedures regarding the rental of covered dwelling units that shall be applied equally to all applicants, actual and prospective, regardless of their race, color or national origin.
3. Within thirty (30) days of the entry of this Order, Defendant shall distribute the Nondiscrimination Policies and Procedures to all of its employees, agents, or anyone acting under its direction, who have responsibility for showing, renting, or managing any and all covered dwelling units, and these policies and procedures will be reviewed, along with a question and answer session, with each employee, agent, or anyone acting under Defendant's direction, on an annual basis thereafter. The text of the Nondiscrimination Policies and Procedures shall be as set forth in Exhibit B hereto.

#### **IV. Notice to Public of Nondiscrimination Policies**

1. Within thirty (30) days after the date of entry of this

Consent Order, Defendant shall take the following steps to notify the public of its nondiscriminatory policies:

- a. Prominently post in the rental office at all rental offices the Defendant may currently or subsequently use 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 covered dwelling unit is available, Defendants shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment building in which the dwelling unit is vacant. 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 Defendant, its 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 Defendant to advertise in any of these media, but does require compliance with this provision whenever Defendant so advertises. 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 covered rental dwelling units, 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 of the entry of this Order, provide written notification to the designated organizations listed in Exhibit C, along with the name and address of all covered dwelling units owned or operated by Defendant, that Defendant rents apartments and that its policy is to rent 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).

#### **V. Mandatory Training**

1. Within thirty (30) days of the entry of this Consent Order, Defendant shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to its agents and employees involved in showing, renting, or managing any and all covered dwelling units and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order and the Nondiscrimination Policies and Procedures, has had the opportunity to have questions answered about the Order and Nondiscrimination Policies and Procedures, and agrees to abide by the relevant provisions of the Order and said policies and procedures. This statement shall be in the form of Exhibit D.
2. During the term of this Order, within five (5) days after each new agent or employee becomes involved in showing, renting, or managing any covered dwelling units, Defendant shall provide a copy of this Order and the Nondiscrimination Policies and Procedures to said agent or employee involved in showing, renting, or managing any and all covered dwelling units and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, had the opportunity to have questions

about the Order answered, and that he or she has also received and read the Nondiscrimination Policies Procedures, and agrees to abide by said polices and procedures and the relevant provisions of the Order. This statement shall be in the form of Exhibit D.

3. Within one hundred eighty (180) days from the date of entry of this Order, each owner or officer of Dawson Development Co. involved in management and administration, and all agents and employees of Dawson involved in showing, renting, or managing any covered dwelling units shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race, color or national origin. The training shall be conducted by an independent, qualified third party, and any expenses associated with this training shall be borne by Defendants. Defendant shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming their attendance, in a form acceptable to the United States. This confirmation shall include the name of the course, the date the course was taken, and the length of the course and/or time within which the course was completed.
4. 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.
5. Provided that all conditions in paragraphs 3 and 4 are met, and upon approval by the United States, training in the Fair Housing Act conducted no more than one hundred and eighty (180) days prior to the date of the entry of this order may fulfil the training requirement for those employees who attended such training.

#### **VI. Processing Rental Applications, Record Keeping, and Compliance Testing**

1. Processing Rental Applications

Within ninety (90) days from the date of entry of this Order, Defendant shall develop and implement, with respect to all covered dwelling units, objective, uniform, non-discriminatory standards and procedures for the processing of applications, the establishment and maintenance of an Availability List, the establishment and maintenance of a Waiting List and a procedure for notifying people who are on the Waiting List about an available unit, and a procedure for deciding in a non-discriminatory manner which applicants shall be permitted to rent available dwellings. Such standards and procedures shall be submitted to the United States for approval in advance of their

implementation and shall be consistent with the provisions of this Section. The standards and procedures shall be posted and prominently displayed in the Park Place rental office and in any office where there is rental activity and/or personal contact with applicants, and a copy of these standards and procedures shall be made available upon request to any applicant for the rental of a dwelling. For the duration of this Order, these rental standards and procedures may be modified only if written notice is given to counsel for the United States thirty (30) days before modifications are to take effect.

2. Record Keeping

With respect to the rental of covered dwelling units, within thirty (30) days from the date of this Order, Defendant shall ensure that each of the following is maintained and updated as new information becomes available:

- a. An Availability List on a daily basis that includes the address and apartment number of each unit known to be available or reasonably expected to be available for rental within thirty (30) days; monthly rent for each such unit; security deposit for each such unit; the date Defendant or its agents or employees were first informed it would be available for rental, and the first date it would be available for rental or

occupancy by a new tenant. Defendant and its agents/employees shall share information on the Availability List with each person who visits or calls the rental office to inquire about the availability of rental dwellings;

- b. Guest Cards for all persons who visit or inquire about dwelling units at the rental office, containing information that indicates the date of the visit or inquiry, the visitor's name, address, daytime and evening telephone numbers, and the date on which they wish to move. Defendant shall note on the Guest Card the dwelling units the person was shown and whether the person was given an application. For such persons who visit the rental office, Defendant shall also note the race or color of each person on the Guest Card, based on the Defendant's, employee's or agent's good faith observation;
- c. A Waiting List for all persons who inquire by telephone or in person about renting a dwelling from Defendant and who are informed that there are no vacancies or available apartments to rent. This Waiting List shall indicate the date of the visit or telephone call, the visitor's name, address, daytime and evening telephone numbers, the date on which the person wishes to move

and any other relevant information (such as a preference regarding the number of bedrooms). With regard to those who inquire in-person, Defendant shall note the race of such individuals (based on the Defendant's, employee's or agent's good faith observation). The Defendant shall also note on the waiting list the date, time, and employee or other person who contacted any individual to inform him or her of any vacancies or available apartments, and the manner of each attempt to contact persons on the list; and

- d. A Rental Application Log maintained on a daily basis that sets forth the name and race of the applicant (based on the Defendant's, employee's, or agent's good-faith observation), whether the application for tenancy was approved or rejected, the building and unit number occupied for all approved applicants, and a detailed explanation for all rejected applications.

### 3. Compliance Testing

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

## VII. Reporting Requirements

1. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Order, Defendant shall deliver to counsel for the United States<sup>1</sup> a report containing information about Defendant's compliance efforts during the preceding reporting period, including but not limited to:
  - a. Copies of all mandatory education acknowledgments signed by Defendant, its agents and employees, and all certifications of attendance of each participant in such educational program, pursuant to Section V of this Order;
  - b. Copies of all Availability Lists, Guest Cards and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, including Rental Application Logs, and Waiting Lists maintained pursuant to Section VI of this Order;
  - c. Copies of lists setting forth the occupancy of each

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<sup>1</sup>All documents or other communications required by this Order to be sent to counsel for the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-1-226, United States Department of Justice, 950 Pennsylvania Avenue N.W.- G St., Washington, D.C. 20530, or as otherwise directed by the United States. If the Consent Order requires transmission by facsimile, the communication shall also be sent via facsimile to (202) 514-1116.

covered dwelling unit by address and apartment number, including the name and race of each tenant (based on the Defendant's, employee's or agent's good faith observation) in that dwelling unit during the reporting period;

- d. Photographs of each office in which rental activity is conducted, showing the fair housing signs required by Section IV of this Order; and
  - e. An updated list of all covered dwelling units.
2. During the period in which this Order is in effect, Defendant shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Order, including all rental applications, leases, and rental roll ledgers, and occupancy lists for all covered dwelling units as well as records relating to the transfer of interest in dwelling units as set out in Section XI below. Upon reasonable notice to counsel for Defendant, 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, Defendant shall provide copies of such documents.
3. During the period in which this Order is in effect, Defendant shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written

or oral complaint against Defendant, or Defendant's agents or employees, regarding racial discrimination in housing. If the complaint is written, Defendant 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 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 any resolution of such complaint.

#### **VIII. Compensation of Aggrieved Persons**

1. Within ten (10) business days after entry of this Consent Order, Dawson shall deposit the sum of thirty-two thousand, seven hundred dollars (\$32,700.00) into an interest-bearing account for the purpose of compensating persons whom the Court determines may have been harmed by Defendant's discriminatory rental practices (hereinafter "aggrieved persons"). In addition, within ten (10) business days of the entry of this Order, Defendant shall submit proof to the United States that this account has been established and the funds deposited.
2. Within thirty (30) days after notice is given by the United States, Defendant shall arrange and publish a Notice to Potential Victims of Housing Discrimination ("Notice") as

follows:

- a. The Notice shall be published on at least four (4) occasions in the 'A' Section (or News Section) of the Sand Mountain Reporter (newspaper) including at least two (2) occasions on Sunday, in a space measuring at least one-quarter (1/4) of a page;
- b. The Notice shall also be published on at least four (4) occasions in the 'A' Section (or News Section) of the Advertiser-Glean (newspaper) including at least two (2) occasions on Saturday, in a space measuring at least one-quarter (1/4) of a page;
- c. Each Notice shall set forth a summary of the legal and evidentiary contentions of the United States and a general statement of the relief provided under this Consent Order. Each Notice shall also contain a statement that the United States seeks information from any persons who claim to have been subjected to racial discrimination by Defendant in connection with inquiring about, applying for or obtaining rental housing, or with respect to the terms or conditions or privileges of rental housing. Each Notice shall invite such persons to contact counsel for the United States concerning their complaints within one hundred twenty (120) days from the entry of this Order. The Text of

this Notice is set forth in Exhibit E;

- d. Defendant shall provide a copy of the newspapers containing each such Notice to counsel for the United States within ten (10) days after publication of the Notice. Within fifteen (15) days of the entry of this Order, Defendant shall also send a copy of the Notice to each of the organizations identified in Exhibit C.
  - e. Defendant shall produce any rental/tenancy records, or any other records in the possession or control of Defendant, its agents or employees, upon notice to Defendant's counsel, which the United States believes to be useful in identifying persons who may be entitled to relief under this Order. Upon reasonable notice, Defendant shall provide such rental/tenancy records or shall permit representatives of the United States to receive copies of such rental/tenancy records through Defendant's counsel.
  - f. Nothing in this order shall prevent the United States from making any additional efforts that it deems appropriate to locate and provide notice to potential aggrieved persons.
3. Aggrieved persons, as described above in paragraph VIII.1, shall have one hundred twenty (120) days from the date of the entry of this Order to contact the United States in

response to this Notice.

4. The United States shall investigate the claims of the aggrieved persons and, within one hundred eighty (180) days from the entry of this Order, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Defendant 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. The Defendant shall have thirty (30) days to review the declaration and provide any documents or information that it believes may refute the claim to the United States.
5. After receiving Defendant's 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 information submitted by Defendant. Within ten (10) days of a Court order providing for the distribution of funds to aggrieved persons, Defendant shall deliver to counsel for the United States checks payable to the aggrieved persons in the amounts approved by the Court.
6. In no event shall the aggregate of all checks to the

aggrieved persons exceed the sum of thirty-two thousand, seven hundred dollars (\$32,700.00) plus accrued interest.

7. When counsel for the United States has received a check from Defendant payable to an aggrieved person and a signed release in the form of Exhibit 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 Defendant. No aggrieved person shall be paid until he/she has signed and delivered to counsel for the United States the release at Exhibit F.
8. In the event that less than the total amount of the fund including accrued interest is distributed to aggrieved persons, the court shall distribute the remainder in a manner consistent with the goal of returning to the defendant, Dawson Development Co., an amount proportionate to the defendant's contribution to the total payment to aggrieved persons.

**IX. Payment to Vindicate The Public Interest**

1. Within thirty (30) days after the entry of this Consent Order, Dawson shall pay a total of seventeen thousand dollars (\$17,000.00) to the United States as a payment to vindicate the public interest, 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."

**X. Transfer of Interest in Covered Dwelling Units**

1. If, at any time during the term of this Consent Order, Defendant acquires a direct or indirect ownership, management, or other financial interest in any other dwelling unit, said unit shall become a "covered dwelling unit" subject to all relevant provisions of this Order. Defendant shall notify counsel for the United States within thirty (30) days of acquiring said interest. The notice shall include identification of the nature of Defendant's interest in the property; the address; the number of individual dwelling units; the number of bedrooms in each unit; the names of any existing tenants; and the race or color of each such tenant, based on the good-faith observation of Defendant, an employee or agent. Defendant shall also include in its notice to counsel for the United States a copy of the documents memorializing the transfer in interest and a copy of the lease for any existing tenant(s).
2. Transfer of Interest in a Dwelling Unit
  - a. If at any time while this Order remains in effect, Defendant decides to transfer the entirety of said Defendant's direct or indirect ownership, management, or other financial interest in a covered dwelling unit to an unrelated party ("purchaser" or "transferee") in

an arms-length transaction,<sup>2</sup> Defendant shall take the following steps:

- i. At least thirty (30) days prior to completion of the sale or transfer, provide to each prospective purchaser or other transferee a copy of this Order along with written notice that the subject dwelling unit (or units) is (are) subject to Sections II - VII and XII - XIII of the Order;
- ii. At least thirty (30) days prior to completion of the sale or transfer, provide to the United States, by facsimile and first-class mail, written notice of its intent to sell or otherwise transfer Defendant's interest in the dwelling unit(s), along with a copy of the notice sent to each prospective transferee, containing each prospective transferee's name, address and telephone number;
- iii. Within thirty (30) days following completion of the sale or other transfer, Defendant shall provide to the United States by first-class mail a

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<sup>2</sup>For purposes of this Consent Order, "arms-length transaction" is defined as a transaction such as a contract or agreement that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that contract.

copy of the documents memorializing the transfer in interest of the dwelling unit(s);

iv. 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 - VII and XII - XIII of this Order for the duration of this Order, with respect to the subject dwelling unit(s);

v. If Defendant complies with parts (i), (ii), (iii), and (iv) above and thereby transfers all of Defendant's ownership, management, or other financial interest in the dwelling unit(s) to the purchaser or other transferee, said Defendant will thereafter be relieved of Defendant's obligations under Sections II - VII and XII - XIII of this Order, but only with respect to the dwelling units in which all interest was so transferred. Defendant shall otherwise remain liable for compliance with all sections of the Order and with respect to all other covered dwelling units.

b. If the proposed transfer of interest is not an arms-length transaction, Defendant must comply with each requirement set out in the preceding subparagraph (a),

parts (i), (ii), (iii), and (iv) above. In addition, Defendant shall remain jointly and severally liable, along with the purchaser or other transferee, for any violations of Sections II - VII and XII - XIII of this Order with respect to the relevant dwelling unit(s) for the duration of the Order. In addition, Defendant shall otherwise remain liable for compliance with the Consent Order and with respect to all other covered dwelling units.

**XI. Scope and Duration of Consent Order**

1. The provisions of this Consent Order shall apply to Defendant, its employees, agents, successors, and all persons acting in active concert or participation with them.
2. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years.
3. The Court shall retain jurisdiction for the duration of this Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice.
4. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section XIII below.

**XII. Remedies for Non-Compliance, Time for Performance, and Modifications**

1. The United States may move the Court to extend the period in which this Order is in effect if Defendant violates one or

more terms of the Order or if the interests of justice otherwise require an extension of the terms of the Order.

2. 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 within thirty (30) days of filing 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.
3. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this 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 Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Order or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and

attorney's fees which may have been occasioned by the Defendant's violation or failure to perform.

4. The parties agree that in the event that the Defendant engages in any future violation of the Fair Housing Act, such violation shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

**IT IS SO ORDERED:**

This \_\_\_\_ day of \_\_\_\_\_, 2006.

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C. LYNWOOD SMITH, JR.  
UNITED STATES DISTRICT JUDGE

Respectfully submitted this \_\_\_ day of \_\_\_\_\_, 2006.

**For the United States:**

ALICE H. MARTIN  
United States Attorney

WAN J. KIM  
Assistant Attorney General

SHARON D. SIMMONS  
Assistant U.S. Attorney  
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Housing and Civil Enforcement  
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Washington, DC 20530  
Phone: (202) 514-2188  
Fax: (202) 514-1116

**For Defendant Dawson Development Co.:**

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DANA L. RICE  
Sasser, Rice and Barber, L.L.C.  
309 Broad St., First Floor  
Gadsden, Alabama 35901  
mailing address: P.O. Box 8345  
Gadsden, AL. 35902-8345

Exhibit A  
List of Covered Dwelling Units

<u>Address</u>	<u>No. of Rental Units</u>
Park Place Apartments 1200 North Main Street Boaz, AL 35957	48
Orleans Apartments 122 Ilene Street Rainbow City, AL 35906	72
Dogwood Trace Apartments 164 Christopher Street Rainbow City, AL 35906	80
St. Christopher Apartments 207 Christopher Street Rainbow City, AL 35906	88
Briarwood Apartments 2501 Briarwood Avenue Fort Payne, AL 35967	72

Exhibit B

**NONDISCRIMINATION POLICY**

It is the policy of Dawson Development Co. to comply with Title VIII of the Civil Rights Act of 1968, as amended, (commonly known as the Fair Housing Act) by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status or sex. This policy means that, among other things, Dawson Development Co. and all its agents or employees with the responsibility for renting, managing or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

A. Refuse to rent after the making of a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to any renter because of race or color;

B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;

B. Make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination, or an intent to make such a preference, limitation or discrimination, based on race, color or national origin;

C. Represent to any person because of race or color that a dwelling is not available for rental when such dwelling is in fact available.

Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action which may include termination and/or eviction. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants on the basis of race or color may constitute a violation of state and federal fair housing laws.

Exhibit C

List of Organizations to Receive Notice from Defendants

Fair Housing Center of Northern Alabama  
1728 Third Avenue North, Suite 400-C  
Birmingham, AL 35203  
Phone: 205-324-0111  
Fax: 205-320-0238  
Executive Director: Lila Hackett

Exhibit D

Employee/Agent Acknowledgment of Receiving and Reviewing Order  
and Nondiscrimination Policies and Procedures

I have received a copy of the Consent Order entered in United States v. Dawson Development Co., et al., Civil No. 05-0095 (N.D. Ala.). I have also received a copy of my employer's [or contractor's] Nondiscrimination Policies and Procedures. The Consent Order and the Nondiscrimination Policies and Procedures were explained to me by my employer [or contractor], and all questions concerning these documents were answered. I have read and understood the Consent Order and the Nondiscrimination Policies and Procedures.

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DATE

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EMPLOYEE/AGENT NAME (PRINT)

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EMPLOYEE/AGENT SIGNATURE

Exhibit E

**NOTICE TO POTENTIAL VICTIMS OF HOUSING  
DISCRIMINATION BECAUSE OF RACE OR COLOR  
AT PARK PLACE APARTMENTS IN BOAZ**

On \_\_\_\_\_, 2006, the United States District Court for the Northern District of Alabama entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against Dawson Development Co. and Milburn Long. The lawsuit alleged that Defendants engaged in a pattern or practice of housing discrimination based on race or color at Park Place Apartments in Boaz, Alabama, in violation of the federal Fair Housing Act. Defendant Dawson Development Co. has denied the allegations, but agreed to enter into a Consent Order rather than go to trial.

Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by one or more of the Defendants listed above. You may qualify to recover from this Settlement Fund if you asked about renting, applied to rent, or lived in Park Place Apartments and, - *because of your race, color or national origin, or that of someone who resided or would have resided with you* - you were denied an opportunity to rent an apartment; were not informed of or offered all available apartments; or were otherwise discriminated against in connection with your tenancy or attempt to rent a unit.

*If you believe you have been discriminated against because of race, color or national origin in connection with any of the above-listed properties, please contact the United States Department of Justice at:  
1-800-896-7743, mailbox #7.*

You may also write to: **United States Department of Justice, Civil Rights Division  
Housing and Civil Enforcement Section, 950 Pennsylvania Ave. N.W.  
-G St, Washington, DC 20530. Attn: 175-1-226**

You **must** call or write on or before [no more than 120 days after \_\_\_\_\_, 2006,] and your message or letter **must** include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

Exhibit F

Release

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. Dawson Development Co., et al., Civil No. 05-95 (N.D. Al.), and Defendant's payment to me of \$\_\_\_\_\_, pursuant to the Consent Order, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the housing discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against Dawson Development Co., all related entities, parents, predecessors, successors, subsidiaries and affiliates, and all of their past and present directors, officers, agents, managers, supervisors, shareholders and employees and their heirs, executors, administrators, successors or assigns, except Milburn Long.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]