

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS
WORCESTER DIVISION

UNITED STATES OF AMERICA and)
SALLY WIESMAN,)
)
Plaintiffs,)
)
v.)
)
FITCHBURG HOUSING AUTHORITY,)
ROBERT W. HILL, in his capacity as)
Executive Director of the Fitchburg Housing)
Authority, and ROGER THUOT,)
)
Defendants.)
_____)

Consol. Case No. 4:08-CV-40060-FDS

CONSENT ORDER

This Consent Order resolves all claims that were brought or could have been brought by the United States based on the allegations in the Complaint filed by the United States of America in the above matter, including but not limited to the allegations that defendants Fitchburg Housing Authority (hereinafter “Authority”) and Robert W. Hill, in his official capacity as Executive Director of the Authority, (together “Defendants”) violated the Fair Housing Act (hereinafter “FHA” or “the Act”), 42 U.S.C. §§ 3601-3619. This case was brought pursuant to: (a) 42 U.S.C. § 3612(o) on behalf of Sally Wiesman; and (b) 42 U.S.C. § 3614(a).

I. BACKGROUND

1. The Authority is a state-aided public housing authority located in Fitchburg, Massachusetts. In addition to receiving state financial aid, the Authority receives federal funding from the United States Department of Housing and Urban Development (hereinafter “HUD”). At all times relevant to this action, the Authority owned and operated Daniels Heights,

a state-funded public housing site for persons with disabilities and/or persons sixty years of age or older located in Fitchburg.

2. At all times relevant to this action, Robert W. Hill served as the Authority's Executive Director and, in that capacity, managed the day-to-day operations of the Authority.

3. In its Complaint, the United States alleged that on about June 16, 1988, the Authority adopted and began enforcing a policy prohibiting transfers between its public housing units except in instances where a tenant: (a) is no longer able to negotiate stairs and requires a transfer to a ground floor unit; (b) becomes sufficiently disabled as to require a handicapped accessible unit; (c) becomes sufficiently disabled as to require a transfer to a "congregate unit," a unit within a group home environment; or (d) experiences an improvement in his/her condition such that he/she no longer needs to reside in a congregate unit.

4. The United States further alleged that the Authority implements its reasonable accommodation and transfer policies in such a way to effectively preclude reasonable accommodations that involve a transfer for persons with disabilities other than mobility impairments, unless that person is transferring to or from a congregate living unit, and that by adopting and implementing these policies the Defendants engaged in a pattern or practice of discrimination on the basis of disability in violation of the FHA.

5. The United States alleged that beginning on about November 27, 2007, the Defendants denied multiple requests made by Ms. Wiesman for a reasonable accommodation for her disabilities in the form of a transfer from her second floor unit at the Daniels Heights

public housing site, to a unit both less prone to noise disturbances, and located on the ground floor level within that neighborhood.

6. The United States and the Defendants agree that the Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, 42 U.S.C. § 3610(o) and 42 U.S.C. § 3614(a).

7. The parties agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the United States and the Defendants agree to the entry of this Consent Order. This Consent Order constitutes full resolution of the claims in the United States' Complaint that the Defendants discriminated against Sally Wiesman and other persons with disabilities through the adoption and implementation of the transfer policy described in Paragraph 3, and by the actions described in Paragraph 5. This Consent Order is not intended to connote, and shall not be construed as connoting, an admission of liability by the Defendants, by whom liability is expressly denied.

It is hereby ORDERED, ADJUDGED and DECREED:

II. INJUNCTIVE RELIEF

8. Defendants, their officers, employees, agents, representatives, successors and assigns, and all other persons in active concert or participation with them are enjoined from:

a. Discriminating on the basis of disability as prohibited by the FHA, 42 U.S.C. §§ 3601-3619;

b. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling to any renter on the basis of disability, in violation of 42 U.S.C. § 3604(f)(1);

c. 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 with the rental of such a dwelling on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2); and

d. Refusing to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3).

III. DAMAGES FOR AGGRIEVED PERSONS

9. Within forty-five (45) days of the date of entry of this Consent Order, the Authority shall deposit sixty-five thousand dollars (\$65,000.00) into an interest bearing account (hereinafter “Settlement Fund”) for the purpose of paying monetary damages to persons with disabilities alleged by the United States as having been harmed by the Defendants’ discriminatory transfer policy and/or practices (hereinafter “aggrieved persons”). Any interest that accrues shall become part of the Settlement Fund. Within fifteen (15) days thereafter, the Authority shall submit proof to counsel for the United States that this Settlement Fund has been established and that the funds have been deposited.¹

¹ Any and all documents, instruments or written materials required by this Consent Order to be sent to 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# 175-36-307.

10. The United States has identified for the Defendants certain Authority documents, previously produced by the Defendants in redacted form, that the United States believes may contain the names of, and/or information concerning, tenants or former Authority tenants who may be aggrieved persons. Within forty-five (45) days from the date of entry of this Consent Order, the Authority shall prepare and forward to each such tenant or former tenant whose name is associated with the redacted documents identified by the United States, all applicable documents such as notice(s), authorization(s) and/or release(s) necessary to enable the Authority to both release private information to the United States regarding these tenants or former tenants, and comply with all applicable regulations and/or statutes governing the release of private information including, but not limited to, M.G.L. Chapter 66A and 760 C.M.R. 8.00, et seq. After the passage of sufficient time for the tenants or former tenants of the Authority referenced above to object to the release of the information as referenced in 760 CMR 8.04(11), and in accordance with M.G.L. Chapter 66A, the Authority shall release to the United States the documents identified by the United States including, but not limited to, the tenant file for each potential aggrieved person in its entirety and in unredacted form. If a tenant does not file an objection with the court, his or her file shall be released to the United States no later than ninety (90) days from the date of entry of this Consent Order. If the tenant files an objection with the Court, his or her file shall be released no later than ninety (90) days from the Court's ruling on the objection, assuming the Court orders release of the file.

11. If, within thirty (30) days after the receipt of the documents referenced in Paragraph 10, the United States determines that the documents are incomplete, the United States

may request, and the Authority agrees to produce within fifteen (15) days of the request, any and all records in the Authority's possession, custody or control, or in the possession, custody or control of the Authority's agents or employees relating to each potential aggrieved person not previously produced in unredacted form.

12. The United States shall investigate the claims of potential aggrieved persons and, within one hundred eighty (180) days from the date of entry of this Consent 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 the 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. The Defendants shall have fourteen (14) days to review the declarations and provide the United States with any documents or information that they believe may refute the claim.

13. After receiving the Defendants' documents or information, 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 person, together with a copy of the sworn declarations and any documents or information submitted by the Defendants. Within thirty (30) days of a Court order providing for the distribution of funds to the aggrieved persons, the Authority shall deliver to counsel for the United States certified checks payable to each of aggrieved persons in the amounts approved by the Court.

14. In no event shall the aggregate of all checks to the aggrieved persons exceed the sum of sixty-five thousand dollars (\$65,000.00) plus accrued interest. No aggrieved

person shall be paid until the United States has received from that person a signed release in the form of Appendix A.

15. When counsel for the United States has received a check from the Authority payable to an aggrieved person and a signed release in the form of Appendix A, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the Defendants.

16. After the satisfaction of Paragraphs 9-15, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund shall be released to the Authority.

IV. NONDISCRIMINATION AND COMPLAINT POLICIES

17. Within fifteen (15) days of the date of entry of this Consent Order and throughout its term, the Defendants shall post and prominently display within the Authority's leasing office, and within the offices of all Authority management officials, a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

18. Throughout the term of this Consent Order, the Defendants shall ensure that any new advertising for the Authority in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status disability, or any other basis prohibited by federal or state law.

19. Within forty-five (45) days of the date of entry of this Consent Order, the Defendants shall provide via first class mail, postage pre-paid, to the head of the household for each of the Authority's occupied public housing units a written notice attached hereto as Appendix B, describing the Authority's policy of nondiscrimination (hereinafter "Nondiscrimination Policy"). In addition, throughout the term of this Consent Order, the Defendants shall include in all rental application packets for the Authority, a copy of the Nondiscrimination Policy.

20. The Defendants shall establish and adopt a written complaint policy for the Authority (hereinafter "Complaint Policy"). The Complaint Policy shall inform applicants for, and tenants of, Fitchburg public housing how and where to file a complaint with the Authority about the practices of the Authority, its employees and its agents that relate to the Nondiscrimination Policy and/or to other rights afforded by the Act. The Complaint Policy shall also inform applicants for, and tenants of, Fitchburg public housing of their right to file a fair housing complaint with HUD and/or the Massachusetts Commission Against Discrimination. Within thirty (30) days of the date of entry of this Consent Order, the Defendants shall provide a draft copy of the Complaint Policy to counsel for the United States for approval. The United States shall respond to the Defendants' proposed Complaint Policy within thirty (30) days of its receipt. If the United States objects to any part of the Defendants' proposal, the parties shall have thirty (30) days to resolve their disagreement. If they are unable to do so, the parties shall

submit the dispute to the Court for resolution. The Defendants shall implement the Complaint Policy within thirty (30) days of approval by the United States or determination by the Court.

21. Within thirty (30) days of the date of implementation of the Complaint Policy, the Defendants shall provide a copy of the Complaint Policy to each current Fitchburg public housing resident. For the duration of this Consent Order, the Defendants shall provide a copy of the Complaint Policy to each new Fitchburg public housing resident within ten (10) days of the beginning of their residency.

V. REASONABLE ACCOMMODATION POLICY

22. The Defendants shall establish and adopt a specific written policy, the “Reasonable Accommodation Policy for Persons with Disabilities,” for receiving and handling requests for reasonable accommodations made by Fitchburg public housing residents with disabilities. This policy shall comply with the requirements of 42 U.S.C. §§ 3601-3619 and all other applicable federal and state laws and shall include the following elements:

- a. A provision describing where and how requests for accommodations in the Authority’s rules, policies, practices, or services are to be accepted and processed;
- b. A provision stating that each request for a reasonable accommodation and the response thereto shall be fully documented by the Defendants;
- c. A provision stating that all requests for a reasonable accommodation shall be acknowledged, in writing, within fourteen (14) days of the Defendants’ receipt of an oral or written request;

d. A provision stating that those requesting a reasonable accommodation shall be notified in writing of the decision regarding their request within thirty (30) days of the receipt of that request; if a request is denied, an explanation of the basis for the denial shall be included in this written notification;

e. A provision stating that the final written decision regarding the reasonable accommodation request will be retained in the Authority's files;

f. A provision stating that the Defendants shall consider all requests for accommodations because of a disability and shall grant those requests that are reasonable within the meaning of the FHA; and

g. A provision stating that the Defendants shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his/her rights under the FHA to make one or more reasonable accommodation requests and, if applicable, to receive a reasonable accommodation.

23. Within sixty (60) days of the date of entry of this Consent Order, the Defendants shall provide a draft copy of the Reasonable Accommodation Policy for Persons with Disabilities to counsel for the United States for approval. The United States shall respond to the Defendants' proposed Reasonable Accommodation Policy for Persons with Disabilities within thirty (30) days of its receipt. If the United States objects to any part of the Defendants' proposal, the parties shall have thirty (30) days to resolve their disagreement. If they are unable to do so, the parties shall submit the dispute to the Court for resolution. The Defendants shall implement the

Reasonable Accommodation Policy for Persons with Disabilities policy within thirty (30) days of approval by the United States or determination by the Court.

24. Within thirty (30) days of the date of implementation of the Reasonable Accommodation Policy for Persons with Disabilities, the Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each current Fitchburg public housing resident. For the duration of this Consent Order, the Defendants shall provide a copy of the Reasonable Accommodation Policy for Persons with Disabilities to each new Fitchburg public housing resident within ten (10) days of the beginning of their residency.

25. The Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Consent Order. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date upon which the request was received; (c) the nature of the request; (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial.

26. Within fifteen (15) days of the date of implementation of the Reasonable Accommodation Policy for Persons with Disabilities, and for the term of this Consent Order, the Defendants shall post and prominently display the Reasonable Accommodation Policy for Persons with Disabilities in the Authority's leasing office, and within the offices of all Authority management officials.

27. If the Defendants propose to change the Reasonable Accommodation Policy for Persons with Disabilities during the term of this Consent Order, they shall first provide counsel for the United States with a copy of the proposed changes. If the United States does not deliver

written objections to the Defendants within sixty (60) days of receiving the proposed changes, the changes may be effected. If the United States makes any objections to the proposed changes within the sixty (60) day period, the specific changes to which the United States objects shall not be effected until the objections are resolved, either by agreement or by order of Court.

VI. TRAINING

28. Within fifteen (15) days of the date of entry of this Consent Order, the Defendants shall provide a copy of the Consent Order and the Nondiscrimination Policy to all Authority employees and agents whose duties, in whole or in part, involve the showing, renting, managing or marketing of the Authority's public housing units ("covered Authority employees"). For both the Defendants' Complaint Policy and Reasonable Accommodation Policy for Persons with Disabilities, within fifteen (15) days of the implementation of each policy, the Defendants shall provide a copy of those policies to all covered Authority employees. The Defendants shall secure signed statements conforming to Appendices C and D from each covered Authority employee acknowledging that he/she has received, read and understands the Consent Order, the Nondiscrimination Policy, the Complaint Policy and the Reasonable Accommodation Policy for Persons with Disabilities, and has had his/her questions about these documents answered. Copies of those signed statements shall be provided to the United States in accordance with the provisions of Paragraph 31.

29. Within ninety (90) days of the date of entry of this Consent Order, the Authority shall provide training focused on the prohibition of disability discrimination under the FHA to all covered Authority employees. The training shall be conducted by a qualified third party,

approved by the United States and unconnected to the Defendants, or their employees, agents, or counsel. Any expenses associated with this training shall be borne by the Authority. The Massachusetts Department of Housing and Community Development may assist in the development and implementation of training. Those who attend the training shall be required to sign a certification of completion conforming to Appendix E. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 31.

30. During the term of this Consent Order, each new covered Authority employee shall be given a copy of this Consent Order, the Nondiscrimination Policy, the Complaint Policy and the Reasonable Accommodation Policy for Persons with Disabilities. Each such new covered Authority employee shall sign statements conforming to Appendices C and D. Within thirty (30) days of the date of hire of any new covered Authority employee, the Authority shall provide training focused on the prohibition of disability discrimination under the FHA for the covered employee. The training shall be conducted by a qualified third party, approved by the United States and unconnected to the Defendants, or their employees, agents, or counsel. Training may be accomplished by viewing a presentation on DVD or other recording medium, approved by the United States. Any expenses associated with this training shall be borne by the Authority. Those who attend the training shall be required to sign a certification of completion conforming to Appendix E. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 31.

VII. REPORTING AND RECORD KEEPING REQUIREMENTS

31. Within one hundred twenty (120) days of the date of entry of this Consent Order, and thereafter on the anniversary of the entry of this Consent Order, the Defendants shall submit to counsel for the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the anniversary of this Consent Order. The compliance report shall include: (a) the signed statements and certifications of each covered Authority employee referred to in paragraphs 28-30 obtained since the entry of the Consent Order or submission of the prior compliance report; (b) a copy of the then-current Reasonable Accommodation Policy for Persons with Disabilities; (c) copies of any advertising for the Authority in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and copies of any signs, pamphlets, brochures, or other promotional literature concerning the Authority published since the submission of the prior report; and (d) photographs showing the Nondiscrimination Policy described in Paragraph 17 and the Reasonable Accommodation Policy for Persons with Disabilities described in Paragraph 22 posted and prominently displayed in the Authority's leasing office, and within the offices of all Authority management officials.

32. During the term of this Consent Order, the Defendants shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written complaint filed by a tenant or applicant of the Authority in a court of law or with a civil rights enforcement agency, such as the U.S. Department of Housing and Urban Development through its Office of Fair Housing and Equal Opportunity or the Massachusetts Commission Against Discrimination against the Defendants and/or any of the Defendants' agents or employees regarding disability

discrimination. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. The Defendants shall also promptly provide the United States all information it may reasonably request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of such a complaint. If, pursuant to M.G.L. Chapter 66A and/or 760 C.M.R. 8.00, et seq., a tenant or complainant files an objection with the court to the release of his or her personal information pursuant to this paragraph, the Authority shall be relieved of its obligation to provide such information or documents until 15 days from the date that the Court orders release of the information or documents. If the Court, upon the filing of such an objection, orders that the information or documents not be released, then the Authority shall be relieved of its obligations to provide the information or documents that are the subject of the order.

33. For the duration of this Consent Order, the Defendants shall preserve all records related to this Consent Order. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, tenant files, policies and procedures. Upon request by the United States, reasonably calculated to advance its investigation of a Complaint as described in paragraph 32, a fair housing test that has been performed pursuant to paragraph 34, or other allegation of non-compliance received by the Department of Justice, Defendants shall provide copies of such documents. If, pursuant to M.G.L. Chapter 66A and/or 760 C.M.R. 8.00, et seq., a tenant or complainant files an objection with the court to the release of his or her personal information pursuant to this paragraph, the Authority shall be relieved of its obligation to provide such information or documents until 15 days from the date that the Court orders

release of the information or documents. If the Court, upon the filing of such an objection, orders that the information or documents not be released, then the Authority shall be relieved of its obligations to provide the information or documents that are the subject of the order.

34. The United States may take steps to monitor the Defendants' compliance with the Consent Order by conducting fair housing tests at the Authority to determine if either of the Defendants are violating any part of this Order.

VIII. SCOPE OF CONSENT ORDER

35. The provisions of this Consent Order shall apply to the Defendants, their employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with them.

IX. MODIFICATIONS, ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE

36. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the parties. The other provisions of this Consent 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 thirty (30) days from the date of the filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Decree or until such time as the Court indicates through a written order that it has not approved the modification.

37. The parties to this Consent Order shall be responsible for their own attorney's fees and court costs.

38. The parties to this Consent Order shall endeavor in good faith to resolve

informally any differences regarding the 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 the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise comply with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring the 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 Defendants' violation or failure to perform. The Court shall not order an award of such damages, costs or attorney's fees if: the United States sought court intervention prior to making a good faith attempt to resolve the matter without court intervention; or such failure on the part of the defendants was substantially justified; or other circumstances make an award of expenses unjust, such circumstances including but not being limited to the fact that requested documents are no longer in the possession, custody or control of the defendants.

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X. RETENTION OF JURISDICTION

39. This Consent Order shall be in effect for a period of two (2) years from its date of entry. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms after which time this case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

IT IS SO ORDERED.

This ____ day of _____, 20__.

UNITED STATES DISTRICT JUDGE

Approved as to form and substance:

For the Defendants, Fitchburg Housing Authority and Robert W. Hill, in his capacity as Executive Director of the Fitchburg Housing Authority:

For the United States:

/s/ Matthew G. Lindberg
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Joseph L. Melanson, Chairman
Fitchburg Housing Authority

APPENDIX A
RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the sum of \$ _____
(_____dollars) and other good and valuable consideration, the receipt of which is hereby acknowledged, I, _____, on behalf of myself and my successors, assigns, heirs, spouses, issue and agents (hereinafter collectively “the Undersigned”), hereby release and forever discharge **the Fitchburg Housing Authority, Robert W. Hill, in his capacity as Executive Director of the Fitchburg Housing Authority, and the Massachusetts Department of Housing and Community Development**, and their respective trustees, successors, predecessors, subsidiaries, dealers, assigns, heirs, issue, children, officers, agents, servants, attorneys, employees, former trustees, former employees, former officers, directors, former directors, insurers, and reinsurers (hereinafter collectively “the Releasees”), of and from all actions, causes of action, suits, controversies, claims, damages, and demands related to the facts at issue in United States v. Fitchburg Housing Authority, Consolidated Case No. 4:08-CV-40060-FDS (D. Mass.), or in any way related to that litigation and any other claims arising from the disability discrimination alleged in that litigation up to and including the date of execution of this release, that I may have against the Releasees.

The Undersigned also hereby covenant to indemnify and save harmless the Releasees, their agents, servants, successors, heirs, executors, administrators and all other related persons, corporations, firms, associations or partnership of and from and against all claims, demands and actions in law or in equity that may hereafter be made or brought by any person, governmental agency, body or department, business entity or insurer on behalf of the Undersigned for the

purpose of enforcing any worker's compensation lien, attorney's lien, welfare lien, hospital lien, physician's lien, or any other lien arising out of the Undersigned's alleged injuries or treatment.

The Undersigned acknowledges that the terms of this Release are contractual in nature and not a mere recital and that this Release and Indemnity Agreement shall be construed and enforced in accordance with, and governed by the laws of the Commonwealth of Massachusetts.

The Undersigned understands and acknowledges that the settlement reflected herein is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

The Undersigned acknowledges and assumes all risk, chance or hazard that the damages suffered may be different, or may become progressive, greater or more extensive than is now known, anticipated or expected.

The Releasees and Undersigned agree to cooperate fully to execute any and all supplementary documents necessary or appropriate to give full force and effect to the basic terms of this Release of All Claims and Indemnity Agreement. Additionally, the Undersigned will undertake all additional actions, motions and hearings that may be necessary or appropriate to give full force and effect to the basic terms of this Release of All Claims and Indemnity Agreement.

The Undersigned warrants, represents and agrees that the Undersigned is not relying on the advice of Releasees, or anyone associated with them, as to the legal, income tax or other consequences of any kind arising out of this Release of All Claims and Indemnity Agreement. Accordingly, the Undersigned hereby releases and holds harmless Releasees, and any and all

counsel or consultants for them from any claim, cause of action or other rights of any kind which the Undersigned may assert because the legal, income tax or other consequences of this Release are other than those anticipated by the Undersigned.

The Undersigned hereby acknowledges and agrees that the existence and terms of this Agreement are confidential. The Undersigned hereby covenants and agrees not to disclose to or discuss with anyone, including members of the media, or to post on any on-line forum or medium the terms or conditions of this Agreement.

The Undersigned hereby declares that he or she has read carefully the terms of this Release of All Claims and Indemnity Agreement, has had the opportunity to review this Agreement with legal counsel of his or her choice, and fully understands and voluntarily accepts the terms of this Agreement for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for and on account of the injuries and damages above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hands this ____ day of

_____, 2010.

CAUTION: THIS IS A LEGAL DOCUMENT
READ BEFORE SIGNING BELOW.

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

APPENDIX B
NONDISCRIMINATION POLICY

It is the policy of the Fitchburg Housing Authority to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. It is also the policy of the Fitchburg Housing Authority to comply with all other applicable fair housing laws, including the requirements of Chapter 151B of the Massachusetts General Laws with respect to housing for persons without regard to race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, ancestry, veteran status or membership in the armed forces, or public assistance reciprocity. This policy means, among other things, that the Fitchburg Housing Authority and all agents and employees of the Fitchburg Housing Authority with the responsibility for renting, managing or administering any dwelling units must not discriminate on the basis of disability in any aspect of the rental of dwellings to qualified applicants or tenants. Such agents and employees must refrain from discriminatory acts prohibited under fair housing laws, including the following:

- A. Discriminating in the rental of, or otherwise making unavailable or denying, a dwelling because of a disability of the renter, of any person residing in or intending to reside in the dwelling after it is rented or made available, or of any person associated with the renter;
- B. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling or in the provision of services or facilities in connection with such dwelling, because of a disability of that person, a person residing or intending to reside in the dwelling after it is rented, or any person associated with that person; and
- C. Refusing to make reasonable accommodations in rules, policies, practices, or services, or refusing to make reasonable modifications of existing premises, when such reasonable accommodations or reasonable modifications may be necessary to afford all residents with a disability an equal opportunity to use and enjoy a dwelling or the premises.

Any agent or employee who fails to comply with this Nondiscrimination Policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment or behavior to tenants on the basis of disability may constitute a violation of state and federal fair housing laws. Any tenant who believes that any of the above policies have been violated by the Fitchburg Housing Authority or any of its agents or employees may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, the U.S. Department of Justice at 1-800-896-7743, or the Massachusetts Commission Against Discrimination at 1-617-994-6000.

APPENDIX C
EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 200__, I was provided with a copy of the Consent Order entered by the Court in United States v. Fitchburg Housing Authority, Consolidated Case No. 4:08-CV-40060-FDS (D. Mass.), and with a copy of the Fitchburg Housing Authority's Nondiscrimination Policy. 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.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

APPENDIX D
EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 200__, I was provided with a copy of the Fitchburg Housing Authority's Reasonable Accommodation Policy for Persons with Disabilities and with a copy of the Complaint Policy of the Fitchburg Housing Authority. 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.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

APPENDIX E
EMPLOYEE TRAINING CERTIFICATION

I certify that on _____, 200__, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. Fitchburg Housing Authority, Consolidated Case No. 4:08-CV-40060-FDS (D. Mass.), and the federal Fair Housing Act. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the federal fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]