

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 1:09-cv-2459-WBH
)	
GEORGIAN MANOR CONDOMINIUM)	
ASSOCIATION, INC.; JENNIFER)	
SHERROUSE; HN REAL ESTATE)	
GROUP, LLC, d/b/a HARRY NORMAN)	
REALTORS; JOHN BRANCH, JR.;)	
and the ESTATE OF JEAN BRANCH,)	
)	
Defendants.)	
_____)	

**CONSENT ORDER BETWEEN PLAINTIFF UNITED STATES AND DEFENDANTS
JOHN BRANCH, JR. AND ESTATE OF JEAN BRANCH**

1. Plaintiff, United States of America, initiated this action on September 8, 2009, on behalf of Complainant Fair Metro Fair Housing Services, Inc. (“MFHS”) pursuant to Section 812, and on behalf of other aggrieved persons pursuant to Section 814(a) of the Fair Housing Act, as amended 42 U.S.C. §§ 3612(o) and 3614(a), respectively. The complaint alleges that Defendants engaged in discrimination because of familial status in the sale or the rental of dwellings at 3648 Peachtree Road, Atlanta, Georgia (the “Subject Property”), in violation of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 *et seq.*

2. Defendants John Branch, Jr. and the Estate of Jean Branch (collectively, the “Branch Defendants”) contend that they did not engage in discrimination because of familial status in the sale or the rental of the Subject Property.

3. The United States and the Branch Defendants have agreed to entry of this Consent Order to resolve all claims of the United States against the Branch Defendants and to avoid further litigation.

I. GENERAL INJUNCTION

4. Defendant John Branch, Jr., and his agents, employees, successors, and assigns is hereby enjoined, with respect to the sale or rental of dwellings, from:

- a. Refusing to sell or rent after the making of a bona fide offer, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status; or
- b. Making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status, or an intention to make any such preference, limitation, or discrimination.

II. COMPENSATION OF COMPLAINANT

5. Within fourteen (14) days after the entry of this Consent Order, the Branch Defendants shall send to counsel for the United States, via overnight delivery,¹ a check made payable to Metro Fair Housing Services, Inc. in the amount of seven thousand five hundred dollars (\$7,500.00), for the purpose of compensating the Complainant.

6. When counsel for the United States has received the check from the Branch Defendants payable to MFHS and a signed release in the form of Exhibit A from MFHS, counsel for the United States shall deliver the check to MFHS and the original, signed release to counsel for the

¹ Payment should be sent by overnight delivery to the following address: Chief, Housing and Civil Enforcement Section, Civil Rights Division, 1800 G Street, N.W. Suite 7002, Washington, DC 20006, Attn: DJ# 175-19-377.

Branch Defendants. MFHS shall not be paid until it has executed and delivered to counsel for the United States the release at Exhibit A.

III. CIVIL PENALTY

7. Within fourteen (14) days after the entry of this Consent Order, the Branch Defendants shall pay a total of two thousand five hundred dollars (\$2,500.00) 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."

IV. SCOPE AND DURATION OF CONSENT ORDER

8. The provisions of this Consent Order shall apply to the Branch Defendants, their employees, agents, successors, and assigns.

9. This Consent Order is effective immediately upon its entry by the Court and shall remain in effect for four (4) years.

10. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Order, after which time the case shall be dismissed with prejudice as to the Branch Defendants.

11. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section "V." below.

V. REMEDIES FOR NON-COMPLIANCE, TIME FOR PERFORMANCE, AND MODIFICATIONS

12. The United States may move the Court to extend the period in which this Consent Order is in effect only if the Branch Defendants violate one or more terms of the Order or if the interests of justice otherwise require an extension of the terms of the Order.

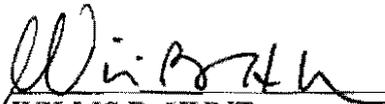
13. Any time limits for performance imposed by this Consent Order may be extended by mutual written agreement of the parties.

14. The parties to this Consent 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 the Branch Defendants, 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 Branch Defendants' violation or failure to perform. Nothing contained in this paragraph or otherwise in this Order shall be deemed to prevent the Branch Defendants from responding to or otherwise contesting a motion made by the United States to this Court seeking the imposition of a remedy for an alleged failure of the Branch Defendants to comply with this Order.

15. The parties agree that in the event that the Branch Defendants engage 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 8 day of April, 2010.



WILLIS B. HUNT
UNITED STATES DISTRICT COURT JUDGE

Exhibit A

Release

In consideration for the parties' agreement to the terms of the Consent Order Between Plaintiff United States and Defendants John Branch, Jr. and Estate of Jean Branch ("the Branch Defendants"), entered in *United States v. Georgian Manor Condominium Association, et al.*, Civil Action No. 1:09-cv-2459 (N.D. Ga.), and the Branch Defendants' 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 entry of the Consent Order in this case, that I may have against the Branch Defendants, 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.

Executed this _____ day of _____, 2010.

[Print Name]

[Signature]