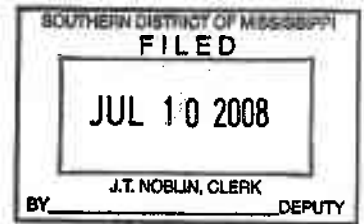


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION



UNITED STATES OF AMERICA

Plaintiff

v.

Civil Action No. 1:07-cv-707 LG JMR

DEBORAH STRACENER and MIDTOWN
DEVELOPMENT, LLC

Defendants

CONSENT DECREE

I. INTRODUCTION

On June 20, 2007, the United States filed this action on behalf of Donald Akers ("Mr. Akers" or "the Complainant") to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the Fair Housing Act). The complaint alleges that Deborah Stracener and Midtown Development, LLC ("Midtown") discriminated against Mr. Donald Akers on the basis of disability by refusing to give him an assigned handicapped-accessible parking space and by attempting to evict him in retaliation for his requests and complaints.

Midtown represents that it no longer owns Gulf Towers Apartments (the subject property in this case) and that it no longer is in the business of operating rental housing.

The parties agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o). The parties further agree that to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree.

It is hereby **ORDERED, ADJUDGED, AND DECREED:**

II. GENERAL INJUNCTION

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

- a. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);
- b. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with a disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and
- c. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act, in violation of 42 U.S.C. § 3617.

III. COMPENSATION OF AGGRIEVED PERSON

2. Within ten (10) days of the entry of this Decree, the Defendants shall send to the United States¹ a check payable to Mr. Donald Akers for Two Thousand Dollars (\$2,000.00).

¹ All documents or other communications required by this Consent Decree to be sent to the United States or counsel for the United States shall be sent to Mitzi Dease Paige, Assistant United States Attorney, United States Attorney's Office, 188 E. Capitol Street, Suite 500, Jackson, MS 39201-0101.

Upon receipt of the check, the United States shall send the Defendants an executed Release of all claims, legal or equitable, that the Complainant might have against the Defendants relating to the claims asserted in this lawsuit (Appendix A).

IV. PROVISIONS REGARDING DEFENDANT DEBORAH STRACENER

3. On or before September 30, 2008, Defendant Stracener shall undergo training on the Fair Housing Act, with specific emphasis on discrimination on the basis of disability. The training shall be conducted by an independent, qualified third party, approved by the United States, and any expenses associated with this training shall be borne by Defendant Midtown and/or Defendant Stracener. Defendant Stracener shall obtain from the trainer a certification of attendance confirming her attendance. This certification must be provided to counsel for the United States within ten (10) days of execution.

4. For the duration of this Decree, Defendant Stracener shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any housing discrimination complaint on the basis of disability against her. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information (including mailing addresses and daytime and evening telephone numbers) for the complaining party. Within fifteen (15) days of the resolution of any such complaint, Defendant Stracener shall notify counsel for the United States, in writing, of the details of the resolution.

V. PROVISIONS REGARDING DEFENDANT MIDTOWN DEVELOPMENT, LLC

Throughout the term of this Decree, if Midtown begins residential rentals on any property it currently owns or subsequently acquires, it shall do the following:

5. Prior to beginning such rentals, provide written notice to counsel for the United States.

6. Within ten (10) days after beginning such rentals, post and prominently display in its rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on said properties in which announcements or vacancies are posted, a sign no smaller than ten inches by fourteen inches (10" x 14") indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that includes the content required by 24 C.F.R. § 110.25 and otherwise comports with 24 C.F.R. Part 110 will satisfy this requirement.

7. Within ten (10) days after beginning such rentals, ensure that all advertising in newspapers, telephone directories, radio, television, the Internet, or other media, and on signs, pamphlets, brochures and other promotional literature, includes a fair housing logo and the following sentence:

We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.

The words and logo should be prominently placed and easily legible.

8. Within thirty (30) days after beginning such rentals, adopt and implement specific, uniform and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations. These standards shall comply with the requirements of 42 U.S.C. §§ 3601 *et seq.*, and shall include the following elements:

- a. A provision describing where and how Midtown will accept and process requests for accommodations in its rules, policies, practices, or services;
- b. A provision stating that each request for reasonable accommodation and response thereto shall be fully documented by Midtown;
- c. A provision stating that all requests for accommodation shall be

acknowledged, in writing, within fourteen (14) days of Midtown's receipt of an oral or written request;

- d. A provision stating that Midtown shall notify those requesting a reasonable accommodation in writing of its decision regarding the request for accommodation within thirty (30) days of Midtown's receipt of the request; if Midtown denies a request, it shall include an explanation of the basis for such denial in this written notification;
- e. A provision stating that Midtown will retain the final written decision regarding the reasonable accommodation request in its files;
- f. A provision stating that Midtown will consider all requests for accommodations because of disability and shall grant those requests that are reasonable and necessary within the meaning of the Fair Housing Act; and
- g. A provision stating that Midtown shall not impose any additional fees or costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests.

9. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodation policy to each current resident of the property or properties, by delivering a copy by hand to each dwelling unit.

10. Within thirty (30) days after beginning such rentals, provide a copy of the reasonable accommodation policy to all prospective tenants at the time of application, to each

new tenant at the time he or she signs his or her initial lease, and to each new employee at the time of hire.

11. Within thirty (30) days after beginning such rentals, post and prominently display the reasonable accommodation policy in its rental and management offices in locations that are easily visible to residents and prospective residents, and at all other places on its property or properties where announcements or vacancies are posted.

12. Keep written records of each request for reasonable accommodation it receives during the duration of this Consent Decree. These records shall include:

- a. the name, address, and telephone number of the person making the request;
- b. the date on 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.

13. Provide copies of this Decree to all of its agents and employees whose duties, in whole or in part, involve the management of rental units, within ten (10) days after they begin employment or agency with Midtown, and secure the signed statement, conforming to Appendix B, from each agent or employee acknowledging that he or she has received and read, and understands the Decree, and has had his or her questions about the Decree answered. The questions shall be answered by Midtown or its counsel.

14. Within thirty (30) days and thereafter on the anniversary of the date of entry of this Decree, submit to the United States a compliance report as provided by this section, except that Midtown shall submit the final report sixty (60) days prior to the expiration of this Decree.

15. The compliance reports shall include:
- a. copies of any advertisements, pamphlets, brochures, or other promotional literature concerning Midtown's rental property;
 - b. copies of the records regarding reasonable accommodation requests referred to in paragraph 12 above; and
 - c. the signed statements and certifications of each agent and employee referred to in paragraph 13 above.

16. For the duration of this Decree, Midtown shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against Midtown or any of Midtown's agents or employees. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information (including mailing addresses and daytime and evening telephone numbers) for the complaining party. Within fifteen (15) days of the resolution of any such complaint, Midtown shall notify counsel for the United States, in writing, of the details of the resolution.

17. For the duration of this Decree, Midtown shall preserve all records related to this Decree and any other documents related to the management or rental of units at its property or properties. Such documents include, but are not limited to, applications, leases, tenant files, policies and procedures and unit availability logs. Upon reasonable notice to Midtown, representatives of the United States shall be permitted to inspect and copy any of Midtown's records and inspect Midtown's offices at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however, that the United States shall endeavor to minimize any inconvenience to Midtown from such inspections.

VI. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

18. The Court shall retain jurisdiction for two (2) years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree for good cause, including on the basis of either Defendant's failure to comply with a provision of the Decree.

19. The parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Decree prior to bringing such matters to the Court for a resolution. However, in the event of a failure by either Defendant to perform in a timely manner any act required under this Decree or otherwise to act in violation of 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 attorney's fees that may have been occasioned by the violation or failure to perform.

VII. TIME FOR PERFORMANCE

20. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendants.

VIII. COSTS OF LITIGATION

21. Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED, this 8th day of July, 2008.

The undersigned apply for and consent to the entry of this Decree:



US MAGISTRATE JUDGE

FOR THE PLAINTIFF THE UNITED STATES:

Don Burshella Esq. for
DUNN LAMPTON
United States Attorney
Southern District of Mississippi

**FOR THE DEFENDANTS
DEBORAH STRACENER AND
MIDTOWN DEVELOPMENT, LLC.:**

Billy President
Landmark International Inc.
Manager
for Midtown Development, LLC

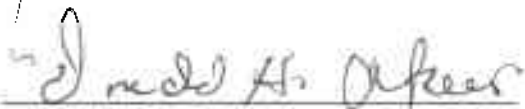
Mitzi Dease Paige
MITZI DEASE PAIGE (MSB 6014)
Assistant U.S. Attorney
188 E. Capitol Street, Suite 500
Jackson, MS 39201-0101
601-973-2840 (office)
601-965-4409 (fax)

Debra Stracener
DEBORAH STRACENER

APPENDIX A

RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in *United States v. Deborah Stracener and Midtown Development, LLC*, Civil Action No. 1:07-cv-707 LG JMR, (S.D. Miss.) and the Defendants' payment of the sum of Two Thousand dollars (\$2,000.00), I, Donald Akers, hereby release the Defendants named in this action, Deborah Stracener and Midtown Development, LLC, from any and all liability for any claims, legal or equitable, I may have against them arising out of the allegations raised in this action or any related action or complaint pending before HUD involving these Defendants. I hereby acknowledge that I have read and understand the Consent Decree and this Release, and have executed this Release voluntarily and with full knowledge of its legal consequences.



DONALD AKERS
1418 Arbor View Circle
D-Iberville, MS 39540

Dated: 6-24-08

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20___, I received a copy of the Consent Decree entered by the Court in *United States v. Deborah Stracener and Midtown Development, LLC*, Civil Action No. 1:07-cv-707 LG JMR, (S.D. Miss.), and the reasonable accommodation policy of Midtown Development, LLC. I have read and understand the Consent Decree and the reasonable accommodation policy, and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date