

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 6:08-cv-891-Orl-22DAB

**FOUNTAIN VIEW APARTMENTS, INC.
and MILDRED CHASTAIN,**

Defendants.

ORDER

THIS CAUSE comes before the Court for consideration of the parties' Joint Motion to Approve Consent Judgment. (Dkt. 126) Upon consideration of all relevant filings, case law, and being otherwise fully advised, the Court hereby **GRANTS** the parties' Motion. (Dkt. 126)

I. INTRODUCTION

1. This action was filed by the United States to enforce the provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 et seq. The United States alleges that Defendants Fountain View Apartments, Inc., a company that owns Fountain View Apartments in Orange City, Florida, Mildred Chastain, the manager of Fountain View Apartments, and James Stevens, the owner and manager of Fountain View Apartments (collectively, "Defendants") have engaged in discrimination on the basis of race or color in violation of 42 U.S.C. §§ 3604(a), (b), (c), and (d) and on the basis of familial status in violation of 42 U.S.C. §§ 3604(a), (b), and (c). The United States also alleges a pattern or practice of discrimination on the basis of race or color and familial status or a denial of rights to a

group of persons, in violation of 42 U.S.C. § 3614, in the rental of dwelling units at Fountain View Apartments.

2. Specifically, the United States alleges that Defendants have engaged in housing practices that discriminate on the basis of race or color and familial status, including:

- a. Telling white persons that a selling point of the apartment complex is that Fountain View Apartments does not have any black residents;
- b. Denying the availability of apartments to African-American persons while at the same time telling white persons about available apartments;
- c. Refusing to show apartments to African-American persons while at the same time showing apartments to white persons;
- d. Discouraging African-American persons and persons with children from applying for an apartment while encouraging white persons and persons without children to apply;
- e. Refusing to negotiate with black or African-American prospective tenants and one or more prospective tenants who have children under the age of 18 for rental;
- f. Threatening to evict one or more tenants who were known or believed to have black or African-American friends and associates;
- g. Making statements with respect to the rental of apartments at Fountain View Apartments indicating a preference, a limitation, or discrimination based on race or color and familial status;

h. Failing to offer black or African-American persons and one or more persons with children under 18 the same terms, conditions or privilege regularly offered to white persons and persons without children; and

i. Wrongfully evicting one or more tenants who had children.

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

a. Discriminated by refusing to rent, negotiate for the rental of, or by otherwise making unavailable or denying dwellings to persons because of race or color and familial status, in violation of 42 U.S.C. § 3604(a);

b. Discriminated against persons in the terms, conditions, or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color and familial status, in violation of 42 U.S.C. § 3604(b);

c. Discriminated by making, or causing to be made, statements with respect to the rental of a dwelling that indicate a preference, a limitation, or discrimination based on race or color and familial status, in violation of 42 U.S.C. § 3604(c); and

d. Discriminated by representing to persons because of race or color that dwellings are not available for rental when such dwellings are in fact so available, in violation of 42 U.S.C. § 3604(d).

4. On July 24 and September 30, 2008, Lewarna Williams, Rachael Hunter, and Donnell Williams, Jr. (collectively, "Plaintiff-Intervenors") intervened in this action, bringing claims under the Fair Housing Act.

5. On December 22, 2009, the Court granted the United States' motion for partial summary judgment, finding Defendants liable for engaging in a pattern or practice of discrimination on the basis of familial status in violation of 42 U.S.C. §§ 3604(a) and (c).

6. The United States, Plaintiff-Intervenors and Defendants have agreed that to avoid protracted and costly litigation, this controversy should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Decree. It is understood and agreed that this Consent Decree is the compromise of disputed claims and is not to be construed as an admission of liability of intentional discrimination on the basis of race or color by Defendants.

Therefore, it is hereby **ORDERED** as follows:

II. GENERAL INJUNCTION

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

- a. Refusing to rent a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race, color, or familial status;
- b. Discriminating against any person in the terms, conditions, or privileges of renting a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, or familial status;
- c. Representing to persons because of race, color, or familial status that any dwelling is not available for inspection or rent when such dwelling is, in fact, so available;

- d. Making statements with respect to the rental of a dwelling that indicate any preference, limitation, or discrimination because of race, color, or familial status;
- e. Increasing fees or other costs to African-American persons or persons with children or offering to reduce fees or other costs to white persons or persons without children because of race, color, or familial status; and
- f. Discouraging African-American persons or persons with children from applying for an apartment while encouraging white persons or persons without children to apply.

8. Should Defendants Fountain View Apartments, Inc. and James Stevens (the "Owner Defendants") continue to have any direct or indirect ownership, management, or other financial interest in any rental properties after ninety (90) days of the entry of the Consent Decree, then they shall retain or otherwise enter into an agreement with an individual or individuals, approved in advance by the United States (hereinafter "Manager(s)"), to manage the rental of Fountain View Apartments and any and all residential rental properties in which either Owner Defendant has or acquires a direct or indirect ownership, management, or other financial interest, for the duration of this Consent Decree. The Manager(s) shall be familiar with the requirements of the Fair Housing Act.

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

10. For the duration of this Consent Decree, only the Manager(s) shall be responsible for showing and renting units, supervising repairs, setting rents and security deposits, determining whom to rent to and/or evict, overseeing all aspects of the rental process, and engaging in any other management activities.

11. For the duration of this Consent Decree, the Manager(s) also shall be responsible for:

- a. Implementing the Nondiscrimination Policy described in Section III, *infra*;
- b. Sending to the United States within one year after the entry of the Consent Decree, and every six (6) months thereafter through the term of the Consent Decree, except that the last submission is due sixty (60) days prior to the date of the expiration of the Consent Decree, a list of all tenants at the subject properties and their telephone numbers;
- c. Notifying the United States in the event a Manager obtains any information indicating that any Defendant is in violation of this Consent Decree; and
- d. Providing any information reasonably related to compliance with this Consent Decree that is reasonably requested by the United States.

III. NONDISCRIMINATION POLICY

12. Defendants shall prepare and implement a Nondiscrimination Policy regarding the rental of dwelling units at all properties owned or managed, in whole or in part, by either Owner Defendant at any time during the duration of this Consent Decree ("Subject Properties") that shall be applied equally to all actual and prospective tenants, regardless of their race, color, or familial status. This policy shall cover the maintenance

of any waiting lists. A draft of this policy and procedure shall be provided within fifteen (15) days of the entry of this Consent Order to the United States for approval.

13. Within fifteen (15) days of the United States' approval of the Nondiscrimination Policy, the Owner Defendants shall distribute the Nondiscrimination Policy to all of their employees and agents, or anyone acting under Defendants' direction, who have responsibility for showing, renting, or managing any and all dwelling units at the Subject Properties. The Owner Defendants shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under its direction, on an annual basis thereafter. The text of the Nondiscrimination Policy shall be as set forth in Appendix A hereto.

IV. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

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

- a. Prominently post at all rental offices either Owner 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 dwelling unit at Fountain View Apartments is available for rent, the Owner Defendants shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment complex in which the dwelling unit is available. The sign or notice shall include the slogan "Equal Housing

Opportunity” and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable.

c. Include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by the Owner Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel the Owner Defendants to advertise in any of these media, but does require compliance with this provision whenever the Owner Defendants so advertise. The words and/or logo shall be prominently placed and easily readable.

d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document: We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

V. TRAINING

15. Within thirty (30) days of the entry of this Consent Decree, the Owner Defendants shall provide a copy of this Consent Decree to their agents and employees involved in showing, renting, or managing any dwelling unit at the Subject Properties. The Owner Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Decree and

the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the Policy. This statement shall be in the form of Appendix B.

16. During the term of this Consent Decree, within thirty (30) days after each new agent or employee becomes involved in showing, renting, or managing units at the Subject Properties, the Owner Defendants shall provide a copy of this Consent Decree and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Decree and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Decree and the policy. This statement shall be in the form of Appendix B.

17. Within ninety (90) days from the date of entry of this Consent Decree, Defendants and all the Owner Defendants' owners, members, managers, agents, and employees shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color and familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by the Owner Defendants. The Owner Defendants shall obtain from the trainer certifications of attendance, executed by each individual who received the training, confirming their attendance. This confirmation shall include the name of the course, the name of the

instructor, the date the course was taken, and the length of the course and/or time within which the course was completed.

18. 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.

19. All Managers must receive the fair housing training, described in paragraphs 16 and 17, within 30 days of beginning their work as Managers.

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

20. Within thirty (30) days from the date of entry of this Consent Decree, Defendants shall develop and implement, with respect to Fountain View Apartments, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be 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 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 Consent Decree, these standards and procedures may be modified only if written notice is given to counsel for the United

States thirty (30) days before the proposed modifications are to take effect and the United States makes no objection thereto.

21. The nondiscriminatory standards and procedures discussed in Paragraph 20, above, shall include the use of the following documents, which Defendants shall update as new information becomes available, and retain for the duration of the Consent Decree:

a. Guest Cards: Defendants shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or the Defendants that contains:

1. The date of the prospective tenant's visit and the prospective tenant's name, address, daytime and evening telephone numbers;
2. The race of the prospective tenant, based on the good faith observation of Defendants or their employee or agent;
3. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
4. Whether the prospective tenant filled out an application;
5. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not, an explanation why not; and
6. The names of all employees/agents who assisted the prospective tenant.

b. Availability List: Defendants shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling

units known to be available or reasonably expected to be available for rental within thirty (30) days, including the date Defendants were first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants and/or their agents/employees shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.

c. Rental Applications: Defendants and/or their agents/employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.

d. Waiting Lists: Defendants and/or their agents/employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.

e. Leases: Defendants and/or their agents/employees shall enter into written leases with tenants in a non-discriminatory manner and develop uniform standards for executing and maintaining the leases.

VII. COMPLIANCE TESTING

22. The United States may take steps to monitor Defendants' compliance with this Consent Decree including, but not limited to, conducting fair housing tests at any office(s) in which the Defendants conduct rental activities.

VIII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

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

1. All documents or other communications required by this Consent Decree to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-17M-487, or as otherwise directed by the United States. Facsimile transmissions

a. Any change in Defendants' rules or practices regarding the nondiscrimination policy discussed in Paragraph 12 or the nondiscriminatory standards and procedures discussed in Paragraph 20.

b. Any written or oral complaint against Defendants, or Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, Defendants 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. Defendants shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of the substance of any resolution of such complaint.

24. Within ninety (90) days of the date of entry of this Consent Decree, and every six (6) months thereafter for the duration of this Consent Decree, Defendants shall deliver to counsel for the United States a report containing information about

Defendants' compliance efforts during the preceding reporting period, including but not limited to:

- a. Notification and documentation of the adoption and implementation of the Nondiscrimination Policy referred to in Paragraph 12, above, including copies of all Employee Acknowledgment forms;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Paragraph 20; shall be sent to (202) 514-1116.
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Sections IV and VI of this Consent Decree;
- d. Copies of standard rental applications and rental agreements, pursuant to Section IV of this Consent Decree;
- e. Copies of all fair housing training certifications, pursuant to Section V of this Consent Decree;
- f. Copies of all guest cards, availability lists, rental applications, leases and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section VI of this Consent Decree;
- g. A list of all rental properties in which Defendants or their members have an ownership or management interest, in whole or in part, including the street address, the number of rental units at each property, and a description of the interest in the property; and

h. Notification of any purchase, inheritance, or acquisition involving Defendants or any of their members of an ownership or management interest in any rental property which is used or intended to be used as a dwelling as defined by 42 U.S.C. § 3602(b), and any sale, transfer, or other disposition of any interest in rental properties, including the identity of the purchaser(s) to whom the interest is being transferred.

25. During the period in which this Consent Decree is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Decree, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

IX. COMPENSATION OF AGGRIEVED PERSONS

26. Defendants shall pay a total of one hundred forty thousand dollars (\$140,000) in monetary damages to the Plaintiff-Intervenors. Within thirty (30) days of the entry of this Consent Decree, Defendants shall send via overnight courier to counsel for the Plaintiff-Intervenors a check made payable to The Girley Law Firm Trust Account. When counsel for Plaintiff-Intervenors has received a check from Defendants payable to The Girley Law Firm Trust Account and a signed release in the form of Appendix C, counsel for Plaintiff-Intervenors shall deliver the check(s) to Plaintiff-

Intervenors and the original, signed release to counsel for Defendants. No Plaintiff-Intervenor shall be paid until he/she has executed and delivered to counsel for Plaintiff-Intervenors the release at Appendix C.

27. Defendants shall pay a total of one hundred seventy-five thousand dollars (\$175,000) in monetary damages to persons whom the United States has identified as aggrieved persons. A list of such persons (hereinafter "identified aggrieved persons") specifying the amount to be paid to each person is attached as Appendix D. Within thirty (30) days of the entry of this Consent Decree, Defendants shall send via overnight courier to counsel for the United States checks made payable to each such person, in the amounts listed in Appendix D. When counsel for the United States has received a check from Defendants payable to an aggrieved persons and a signed release in the form of Appendix C, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for Defendants. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix C.

X. CIVIL PENALTY

28. Within thirty (30) days after the entry of this Consent Decree, Defendants shall make a first payment of sixty thousand dollars (\$60,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

29. Within six months thereafter, Defendants shall make a second payment of twenty thousand dollars (\$20,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

30. Within six months thereafter, Defendants shall make a final payment of twenty thousand dollars (\$20,000) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

XI. ACQUISITION OR TRANSFER OF INTEREST IN RENTAL PROPERTIES

31. If at any time while this Decree remains in effect, either Owner Defendant decides to sell or otherwise transfer the entirety of the Owner Defendant's interest in Fountain View Apartments to an unrelated party in an arms-length transaction, the Owner Defendant shall take the following steps:

- a. At least thirty (30) days prior to completion of the sale or transfer, provide each prospective purchaser or other transferee a copy of this Consent Decree along with written notice that the subject property remains subject to Sections II-VIII and XI-XV of the Decree;
- b. At least thirty (30) days prior to completion of the sale or transfer, provide the United States written notice of the Owner Defendant's intent to sell or otherwise transfer interest in the property, along with a copy of the notice sent to each prospective purchaser or transferee, containing the latter's name, address and telephone number;

c. Within thirty (30) days following completion of the sale or other transfer, the Owner Defendant shall provide the United States a copy of the documents memorializing the transfer in interest of the property. For purposes of this Decree, “arms-length transaction” is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction; and

d. The Owner Defendant shall require the transferee, as a condition of the sale or other transfer, to agree in writing to perform all obligations and be liable for compliance with Sections II-VIII and XI-XV of this Consent Decree for the duration of the Decree, with respect to the property.

32. If the Owner Defendant complies with Paragraph 31a-d, and transfers all ownership, management, or other financial interest in the Fountain View Apartments to an arms-length purchaser or other transferee, and if the Owner Defendant has no ownership, management, or other financial interest in any other residential rental property, then the Owner Defendant shall thereafter be relieved of obligations under this Consent Decree with regard to Fountain View Apartments. Transfer of interest in Fountain View Apartments does not relieve any Owner Defendant of obligations under Sections II, IX, and X of this Decree.

33. If the proposed transfer of interest is not an arms-length transaction, the Owner Defendant must comply with the requirements of Paragraph 31a-d. In addition, the Owner Defendant shall remain jointly and severally liable, along with the purchaser

or other transferee, for any violations of Sections II-VIII and XI-XII of this Decree for its duration.

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

XII. SCOPE AND DURATION OF CONSENT DECREE

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

36. This Consent Decree shall remain in effect for four (4) years after the date of its entry. By consenting to entry of this Consent Decree, the United States and Defendants further agree that in the event any Defendant engages in any future

violation(s) of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

37. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.

XIII. REMEDIES FOR NON-COMPLIANCE

38. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by any of the Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys’ fees which may have been occasioned by the violation or failure to perform.

XIV. TIME FOR PERFORMANCE

39. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties. The other provisions of this Decree may be modified by written agreement of the parties or by motion to the Court. If the

modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Decree or until such time as the Court indicates through written order that it has not approved the modification.

XV. COSTS OF LITIGATION

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

DONE and ORDERED in Orlando, Florida, on this 10th day of March 2010.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record

Appendix A

NONDISCRIMINATION POLICY

It is the policy of Fountain View Apartments, Inc. 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, Fountain View Apartments, Inc. and James Stevens and all their agents and 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 or familial status. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;

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, color, religion, national origin, disability, familial status, or sex;

C. 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 any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex; or

D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-800-440-8091 x 2493, or the U.S. Department of Justice at 1-800-896-7743 x1 or 202-514-4713.

Appendix B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____201_, I was provided copies of the Consent Decree entered by the Court in United States v. Fountain View Apartments, Inc., et al., Civil Action No. 6:08 CV 891 (M.D. Fla.), and the Nondiscrimination Policy of Fountain View Apartments, Inc. 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.

Signature

Print Name

Job Title

Home Address

Home Address Continued

Home Telephone Number

Date

Appendix C

FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Decree they entered into in the case of United States v. Fountain View Apartments, Inc., et al., as approved by the United States District Court for the Middle District of Florida, and in consideration for the payment of \$ _____ I, _____, do hereby fully release and forever discharge Fountain View Apartments, Inc., Mildred Chastain, and James Stevens (hereinafter "Defendants"), along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of Defendants' actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this _____ day of _____, 2010.

Signature

Print Name

Home Address

Appendix D

Identified Aggrieved Person Amount

Larry Cooper \$10,000

Natalee Crawford \$10,000

Patrick Dee \$10,000

Michael Donaldson \$15,000

Brad Hansell \$15,000

Glen Saunders \$22,500

Ildefonso Vilar \$22,500

Denise Souza \$35,000

Cynthia Williams \$35,000