

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 JOHN WINGARD ALTMAN,)
)
 Defendant.)

Civil Action No. 2:11-cv-2537-RMG

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CONSENT ORDER

I. BACKGROUND

1. The United States initiated this action on September 21, 2011, pursuant to the Fair Housing Act ("FHA"), 42 U.S.C §§ 3612(o) and 3614(a).
2. Defendant John Wingard Altman is a resident of South Carolina and owns Altman Apartments. Altman Apartments, a two-building, sixteen-unit apartment complex, is located at 1211 Central Avenue, Summerville, South Carolina, 29843.
3. The United States, in its Complaint, alleges the following with respect to Defendant:
 - a. Defendant published or caused to be published an advertisement on the Yahoo website that listed the name, address and phone number for Altman Apartments and listed its "Specialties" as "1 Bedroom Unfurnished, No Children, No Pets."

- b. Defendant published or caused to be published an advertisement on yellowpages.com that listed the name, address and phone number for Altman Apartments and stated, "No Pets, No Children, 1 Bedroom Unfurnished."
- c. The voicemail message for the Altman Apartments office phone number also states, in part, that "tenants must be at least twenty-one."
- d. Defendant made several oral statements, which were recorded, to testers working for the United States Department of Justice, that he does not rent units at Altman Apartments to applicants with children.
- e. By making several oral statements repeating the "no children" proviso to testers working for the United States Department of Justice, Defendant made housing unavailable because of familial status, in violation of 42 U.S.C. § 3604(a), and by placing the advertisements and making the statements described above, Defendant published or caused to be published advertisements with respect to the rental of a dwelling and made statements with respect to the rental of a dwelling that indicated a preference, a limitation, or discrimination based on familial status, in violation of 42 U.S.C. § 3604(c).
- f. Defendant's conduct in violation of 42 U.S.C. § 3604(a) and § 3604(c) constitutes:
 - i. A pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act in violation of 42 U.S.C. § 3614(a); or

- ii. A denial to a group of person of rights granted by the Fair Housing Act that raises an issue of general public importance in violation of 42 U.S.C. § 3614(a).

4. By Order of July 26, 2012, the Court granted the United States' motion for summary judgment as to liability against Defendant Altman, determining that he violated the Fair Housing Act, 42 U.S.C. § 3604(a) and (c), as a matter of law.

5. In an effort to avoid additional costly litigation, the parties have voluntarily agreed to resolve Plaintiff's claims against Defendant without further proceedings.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

II. GENERAL INJUNCTION

6. Defendant, along with his agents, employees, and all persons in active concert with Defendant, are enjoined from:

- a. refusing to rent after the making of a bona fide offer, or refusing to negotiate for the rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a); and
- b. from making, printing, or publishing, or causing 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 familial status in violation of 42 U.S.C. § 3604(c).

III. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY

7. Within thirty (30) days of the date of entry of this Consent Order and throughout its term, the Defendant shall take the following steps to notify the public of his non-discrimination policy:

- a. Post and prominently display in all offices or areas the Defendant may currently or subsequently use for the rental of dwellings, 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.
- b. Include the following written statement in all advertisements for rentals, including advertisements in newspapers, internet webpages, flyers, handouts, telephone directories and other written materials, and all rental applications and all leases:
“We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status (having children under age 18), or national origin.”

IV. MANDATORY TRAINING

8. Within 90 days of the date of entry of this Consent Order, Defendant shall attend an educational program that will offer instruction regarding his obligations under this Order and the federal Fair Housing Act. Defendant shall pay the cost of this educational program. The United States shall review and approve the content and form of the program. The trainer or training entity shall be qualified to perform such training, independent of Defendant or his counsel, and approved in advance by the United States.

9. Defendant shall certify that he has participated in the educational training program, and that he understands and acknowledges his duties and responsibilities under this Order and the federal Fair Housing Act, by completing an acknowledgement in the form of Exhibit A to this Order.

V. REPORTING AND RECORD KEEPING REQUIREMENTS

10. Within one hundred twenty (120) days of the date of entry of this Consent Order, and thereafter on the anniversary of the date of entry of this Consent Order, the Defendant 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 the date of entry of this Consent Order.¹

The compliance report shall include: (a) the signed acknowledgement form of Defendant; (b) copies of any advertising for Altman Apartments in newspapers, in telephone directories, on radio, on television, on the internet, or in other media published since the submission of the prior report; and (c) photographs showing the Nondiscrimination Policy described in Paragraph 7 posted and prominently displayed in Altman Apartments' lobby and leasing office.

11. During the term of this Consent Order, the Defendant shall notify counsel for the

¹ All correspondence required to be sent to the United States under the provisions of this Order shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, Attn: DJ 175-67-209, at the following addresses:

Regular U.S. Mail: 950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

Overnight Mail: 1800 G Street, N.W.
Suite 7067
Washington, D.C. 20006

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

United States in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendant regarding familial status discrimination. If the complaint is written, the Defendant shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. The Defendant shall also promptly provide the United States all information it may 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.

12. For the duration of this Consent Order, the Defendant shall preserve all records related to this Consent Order and to Altman Apartments. Such documents include, but are not limited to, advertisements, applications, leases, and tenant files. Upon reasonable notice to the Defendant, representatives for the United States shall be permitted to inspect and copy any records related to this Consent Order so as to determine compliance with the Consent Order, provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendant.

13. The United States may take steps to monitor the Defendant's compliance with the Consent Order including, but not limited to, conducting fair housing tests at Altman Apartments to determine if the Defendant is violating any part of this Order.

VI. COMPENSATION OF AGGRIEVED PERSONS

14. Defendant shall pay a total sum of Fifteen Thousand Dollars (\$15,000) to aggrieved persons in settlement of the case. Within one hundred twenty (120) days of the entry of this Consent Order, Defendant shall deliver checks to the United States that are payable to Shavon

Smalls and Michael Slocum, who have claimed specific injury as a result of Defendant's conduct, in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each.

15. When counsel for the United States has received the checks from Defendant payable to the aggrieved persons and a signed release in the form of Exhibit B from the aggrieved persons, counsel for the United States shall deliver the checks to the aggrieved persons and the original, signed releases to Defendant. No aggrieved person shall be paid until he or she has signed and delivered to counsel for the United States the release at Exhibit B.

VII. CIVIL PENALTY

16. Within one hundred twenty (120) days of the date of entry of this Consent Order, Defendant shall pay a total of Ten Thousand Dollars (\$10,000) to the United States as a civil penalty, pursuant to 42 U.S.C. 3614(d)(1)(C), to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

17. In the event that Defendant or any of his officers, agents, or employees are found liable for any future violation of the Fair Housing Act, such violation shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

VIII. SCOPE AND DURATION OF CONSENT ORDER

18. The provisions of this Consent Order shall apply to Defendant, his employees, agents, successors, and all persons acting in active concert or participation with him.

19. This Order is effective immediately upon its entry by the Court and shall remain in effect for three years from the date of entry.

20. The United States may petition the Court to reopen this case and, if successful, move the Court to extend the period in which this Order is in effect if it believes that any Defendant has likely violated one or more terms of this Order or if the interests of justice otherwise require an extension.

21. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to petitioning the Court to reopen this case. However, in the event that Defendant either fails to perform in a timely manner any act required by this Order or acts in violation of any provision of this Order, the United States may petition the Court to reopen this case and, if successful, move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages and costs that may have been occasioned by the Defendant's action or inaction.

22. Any time period set forth within this Order for the performance of any act may be changed by written agreement of the parties without Court approval.

IX. COSTS OF LITIGATION

23. All parties shall be responsible for their own attorney's fees and costs associated with this action.

X. TERMINATION OF LITIGATION HOLD

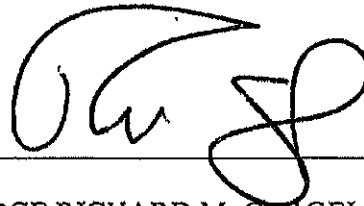
24. The parties agree that, as of the date of the entry of this Order, litigation is not "reasonably foreseeable" concerning the matters described in Paragraphs 1-3. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Paragraphs 1-3, the party is no longer

required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Consent Order.

Accordingly, this case is hereby **DISMISSED WITHOUT PREJUDICE**. Either party, during the term of this Order, may petition the Court to reopen this action and restore it to the calendar.

AND IT IS SO ORDERED:

This 13th day of August, 2012.



JUDGE RICHARD M. GERGEL
UNITED STATES DISTRICT COURT

By their signatures below, the parties consent to the entry of this Consent Order.

FOR THE UNITED STATES:

Dated August 6, 2012

WILLIAM M. NETTLES
United States Attorney
District of South Carolina

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

s/John H. Douglas
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FOR JOHN WINGARD ALTMAN:

Dated August 6, 2012

s/ John Wingard Altman
JOHN WINGARD ALTMAN
Defendant

Dated August 6, 2012

s/ Benjamin A. Lafond
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EXHIBIT A

TRAINING CERTIFICATION

On _____, 201_, I, _____, successfully completed training on the federal Fair Housing Act. I certify that I fully understand my obligations under the Consent Order entered in *United States v. Altman*, Civil Action No. 2:11-2537 (D. S.C.).

Signature

Name

Date

EXHIBIT B
RELEASE OF CLAIMS

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Altman*, Civil Action No. 2:11-2537 (D. S.C.), and Defendant's payment of _____ dollars (\$ _____), I, _____, hereby release the Defendant named in this action, John Wingard Altman, from any and all liability for any claims, legal or equitable, I may have against him arising out of the issues alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

SIGNATURE

NAME: _____

ADDRESS: _____

DATE: _____