

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. 09-CV-01859 (CEJ)
v.	)	
	)	
ROGER HARRIS, HEDIGER	)	
ENTERPRISES, INC., d/b/a CARROLL	)	
MANAGEMENT GROUP, FORUM	)	
MANOR ASSOCIATES, L.P., FORUM	)	
MANOR LLC, CARROLL PROPERTY	)	
MANAGEMENT LLC, AND CARROLL	)	
MANAGEMENT GROUP LLC,	)	
	)	
Defendants.	)	

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601- 3631. The United States alleges that Defendants Hediger Enterprises, Inc., Forum Manor Associates, LP, and Forum Manor LLC (collectively, “Corporate Defendants”) and Defendant Harris (collectively, “Defendants”) engaged in a pattern or practice of discrimination on the basis of race and sex, and/or a denial of rights to a group of persons, in violation of 42 U.S.C. § 3614(a). Except as otherwise stated herein, the term “Defendants” does not include Carroll Property Management LLC and Carroll Management Group LLC.

2. In its Second Amended Complaint, the United States alleges that Defendants engaged in a pattern or practice of discrimination on the basis of race and sex in the rental of

dwelling units at Forum Manor, a 44-unit apartment complex in Rolla, Missouri that is subsidized under the project-based Section 8 housing assistance program. See 42 U.S.C. § 1437f(a)-(k).

3. Specifically, the United States alleges that Defendant Harris, who was the property manager at Forum Manor starting in June 2005, (1) refused to rent to Africans Americans and/or biracial persons on the basis of race or color, and to males on the basis of sex, in violation of 42 U.S.C. § 3604(a); (2) imposed discriminatory terms, conditions or privileges on the basis of race or color in the rental of units at Forum Manor by, inter alia, prohibiting African American visitors or guests, in violation of 42 U.S.C. § 3604(b); (3) made statements indicating a preference, limitation or discrimination based on race and sex, in violation of 42 U.S.C. § 3604(c); (4) falsely represented to prospective tenants, on the basis of their race or sex, that units were unavailable in violation of 42 U.S.C. § 3604(d); (5) coerced, intimidated, threatened or interfered with tenants in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights under the Fair Housing Act, in violation of 42 U.S.C. § 3604(e); and (6) subjected female tenants to discrimination on the basis of sex, in violation of 42 U.S.C. § 3604(a) and (b), through severe, pervasive and unwanted sexual harassment, including but not limited to unwanted verbal sexual advances, unwanted sexual touching, entering the apartments of female tenants without notice, offering tangible housing benefits based on sex, and taking adverse action against female tenants when they refused his sexual advances. The United States further alleges that Defendants Hediger Enterprises, Forum Manor Associates LP and Forum Manor LLC are liable for the discriminatory conduct of Defendant Harris as described above, and that Carroll Property Management LLC and Carroll Management Group LLC assumed liability as successors-in-interest to Hediger Enterprises in April 2010.

4. Defendants each have denied, and continue to deny, the allegations made by the United States against them, and further deny that any violation of the Fair Housing Act has occurred or any liability for such alleged violations. This Consent Decree shall not be construed as an admission or stipulation by any Defendant as to the veracity of the allegations or claims made against them in the Second Amended Complaint.

5. The parties have agreed that in order to avoid protracted and costly litigation, this controversy should be resolved without a trial. This Consent Decree resolves the United States' claims against all Defendants, as well as Carroll Property Management LLC and Carroll Management Group LLC, for the acts alleged in the Second Amended Complaint. Therefore, the parties consent to the entry of this Consent Decree (hereafter "Decree").

Accordingly, it is hereby ORDERED, ADJUDGED AND AGREED as follows:

**II. SCOPE AND TERM OF THE CONSENT DECREE**

6. The provisions of this Decree shall apply to Defendants, employees, agents, and their successors-in-interest, including but not limited to Hediger Enterprises, Inc., doing business as Carroll Management Group. Unless otherwise stated, the obligations contained in Paragraphs 23-44 do not apply to Defendant Harris.

7. Carroll Property Management LLC and/or Carroll Management Group LLC stipulate that neither Carroll Property Management LLC nor Carroll Management Group LLC has the authority to cause or allow any management contracts or other assets held by Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, to be sold, bartered, assigned, transferred, or in any other way removed from Hediger Enterprises, Inc., and further stipulate that neither Carroll Management Group LLC nor Carroll Property Management LLC has the authority to dissolve Hediger Enterprises, Inc., as an incorporated entity. Carroll Property

Management LLC and Carroll Management Group LLC agree that they shall not acquire such authority in the future for the term of this Consent Decree. Furthermore, Carroll Property Management LLC and Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, stipulate that since September 2011, P. Carroll Holdings, LLC is the sole entity with the authority to cause or allow any management contracts or other assets held by Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, to be sold, bartered, assigned, transferred, or in any other way removed from Hediger Enterprises, Inc., and the authority to determine whether dissolve Hediger Enterprises, Inc., as an incorporated entity. P. Carroll Holdings has agreed that for the duration of the Consent Decree, it shall not cause or allow any management contracts or other assets held by Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, to be sold, bartered, assigned, transferred, or in any other way removed from Hediger Enterprises, Inc., and shall not dissolve Hediger Enterprises, Inc., as an incorporated entity. This stipulation is incorporated fully herein and attached as Attachment "A." Should the owners of an apartment complex (which is not owned by any of the Defendants, P. Carroll Holdings LLC, Carroll Property Management LLC or Carroll Management Group LLC) independently choose not to renew a management contract with Hediger Enterprises, Inc., upon the expiration of such management contract during the term of this Consent Decree, the non-renewal of such management contract by the owner shall not be deemed a violation of this Stipulation. In the event that such non-renewal of a management contract by an owner occurs, Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, shall inform the United States within thirty (30) days of such non-renewal and the reasons for the non-renewal. Carroll Property Management LLC, Carroll Management Group LLC, and Corporate Defendants hereby acknowledge and agree that the United States has relied on the representations made in this

paragraph and in the stipulation attached as Attachment A in agreeing to the resolution of this matter. Although Carroll Property Management LLC and Carroll Management Group LLC are not included in the term “Defendants” as used in this Consent Decree, they hereby stipulate that they have consulted with counsel about the language of this paragraph and agree that Paragraph 7 is binding upon both of them.

8. Unless otherwise specified herein, the provisions of this Decree apply to any residential rental property that is owned or operated by any of the Defendants. A current and complete list of these properties is attached to this Decree as Attachment “B.”

9. This Decree is effective immediately upon its entry by the Court. For purposes of this Decree, the phrases “date of this Decree” and “effective date” shall refer to the date on which the Court enters the Decree.

### **III. GENERAL INJUNCTION**

10. Defendants and their employees, agents, assigns, successors-in-interest and all persons in active concert or participation with them, are hereby enjoined from:

- a. Refusing to rent a dwelling unit, refusing or failing to provide or offer information about a dwelling unit, or otherwise making unavailable or denying a dwelling unit to any person, on the basis of race, color or sex;
- b. Discriminating against any person in the terms, conditions or privileges of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of race, color or sex, including, inter alia, prohibiting or discouraging visitors based on their race, color or sex, or sexually harassing tenants on the basis of sex;

- c. Making, printing, publishing, or causing to be made, printed or published, any notice, statement or advertisement with respect to the rental of a dwelling unit that states any preference, limitation or discrimination based on race, color or sex; or
- d. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided and encouraged any other person in the exercise or enjoyment of, any right granted by 42 U.S.C. §§ 3603 – 3606.

**IV. INJUNCTION CONCERNING DEFENDANT HARRIS**

11. Defendant Harris is permanently enjoined from directly or indirectly participating in any manner in any assisted housing program provided under the United States Housing Act, 42 U.S.C. §§ 1437 – 1437z-8, including but not limited to the following:

- a. holding any ownership, partnership or beneficiary interest whatsoever, whether direct or indirect, in any entity whatsoever that has entered into an “assistance contract” or which owns, leases, or otherwise provides housing that is the subject of “assistance payments” or “tenant-based assistance” pursuant to 42 U.S.C. § 1437f;
- b. serving as an officer for any entity that engages in the conduct described in Paragraphs 11 and 11(a), supra;
- c. being employed in any capacity, whether directly or indirectly, by any entity whatsoever that engages in the conduct described in Paragraphs 11 and 11(a), supra;

- d. managing, supervising, directing, inspecting or otherwise providing any service whatsoever for any housing that participates in any manner in any housing assistance program described in Paragraph 11, supra, or which is the subject of an “assistance contract,” “assistance payments” or “tenant-based assistance” pursuant to 42 U.S.C. § 1437f;
- e. deriving income or receiving monies or things of value, tangible or intangible, whether directly or indirectly, from any assisted housing program described in Paragraphs 11 and 11(a), including but not limited to “assistance payments” or “tenant-based assistance” pursuant to 42 U.S.C. § 1437f, or from any entity whatsoever that engages in the conduct described in Paragraphs 11 and 11(a), supra.

12. Defendant Harris shall be permanently enjoined from performing the following responsibilities or tasks at any residential rental property owned or operated by any of the Defendants, except for single-family homes that Defendant Harris personally owns:

(1) processing rental applications; (2) showing and renting units; (3) determining tenant eligibility for rent subsidies and rental payments; (4) making repairs or responding to repair calls; (5) inspecting dwelling units; (6) determining whom to evict or whose lease to renew or not renew; (7) collecting rent; and (8) any other aspect of the rental or management process that involves, or may involve, personal contact with tenants or prospective tenants. Defendant Harris shall additionally be permanently enjoined from entering any rental dwelling unit in any property owned or operated by any of the Defendants, except for single-family homes that Defendant Harris personally owns. Defendants Hediger Enterprises, Inc., Forum Manor Associates, LP,

and Forum Manor LLC shall take all appropriate measures to relieve or otherwise permanently prohibit Defendant Harris from performing the duties and actions listed above.

13. Furthermore, for the term of this Decree, should Defendant Harris become involved in any other aspect of the residential real estate business, including operating, consulting, staffing, managing, providing maintenance services, working in (whether paid or unpaid) a real estate sales or rental business, he shall be enjoined from: (1) processing rental applications; (2) showing and renting units; (3) determining tenant eligibility for rent subsidies and rental payments; (4) making repairs or responding to repair calls; (5) inspecting dwelling units; (6) determining whom to evict or whose lease to renew or not renew; (7) collecting rent; and (8) performing any other aspect of the rental or management process that involves, or may involve, personal contact with tenants or prospective tenants. This paragraph shall not apply to any single-family homes personally owned by Defendant Harris.

14. In the event that Defendant Harris owns, rents or manages any residential rental property other than single-family homes he personally owns, whether now or in the future, he shall be required to retain an independent management company, approved by the United States (hereinafter "Management Company"), to manage the rental of any and all residential rental properties in which he has a direct or indirect ownership, management or any other financial interest (other than single-family homes personally owned by Defendant Harris). Defendant Harris is permanently enjoined from managing such residential rental property (other than single-family homes he personally owns) except under the conditions specified in paragraphs 15-19, infra.

15. Defendant Harris shall retain the Management Company within thirty (30) days of his purchase, lease or assumption of control of any residential rental properties subject to



Paragraph 14 of this Decree and shall continue to retain such company for the duration of this Decree. If, after retaining an independent management company, Defendant Harris wishes to change independent management companies, he may do so, provided that any subsequent management company must also be approved by the United States and comply with the requirements for the Management Company as described in this Decree.

16. The Management Company shall be responsible for all aspects of management of properties subject to Paragraph 14 of this Decree that are rented or available for rent, including showing and renting units, making repairs, collecting rents, determining whom to rent to and/or evict, and all other aspects of the rental process.

17. Defendant Harris shall refrain from entering the premises of these properties subject to Paragraph 14 of this Decree except that he may do so, when accompanied by a Management Company representative, if it is necessary for him to inspect the property or show it to a prospective buyer and that function cannot be reasonably delegated to an agent. However, in exigent circumstances requiring immediate aid or action, Defendant Harris may enter the premises unaccompanied for the period of the exigency.

18. For as long as Defendant Harris owns, leases or controls any properties subject to Paragraph 14 of this Decree, he shall require the Management Company to do the following:

- a. Implement, subject to the United States' approval, a written policy against sexual harassment, including a formal complaint procedure. A copy of this policy and procedure shall be provided to counsel for the United States within thirty (30) days after the date of entry of this Decree. This policy and procedure shall be implemented within fifteen (15) days after the United States indicates that the policy and procedure are satisfactory to

the United States, and at that time the Manager shall notify all new and current tenants at the future properties of the policy and procedure.

- b. The Management Company shall ensure that all of its employees who will be performing any duties in relation to the future properties are familiar with the requirements of the Fair Housing Act, particularly as they pertain to race discrimination, sex discrimination and sexual harassment.
- c. Post an "Equal Housing Opportunity" sign in any rental office through which the future properties are rented, which sign indicates that all apartments are available for rent on a nondiscriminatory basis. An 11-inch-by-14-inch poster substantially equivalent to the Fair Housing Logo, as published in HUD Form 928.1, will satisfy this requirement. Such poster shall be placed in a prominent, well-lit, and easily readable location. Copies of HUD Form 928 are available free of charge by calling HUD directly at 800-669-9777 or 800-765-9372.
- d. Require that all advertising conducted for any of the future properties in newspapers, telephone directories, radio, television or other media, and all billboards, signs (including at the entrance to the property), pamphlets, brochures and other promotional literature, include either a fair housing logo, the words "equal housing opportunity provider," and/or 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 or logo should be legible and prominently placed.

- e. Send to the United States<sup>1</sup> every six (6) months, a list of all tenants at the future properties and their telephone numbers. Maintain all rental records kept in relation to rental of the future properties, and allow the United States to inspect and copy all such records upon reasonable notice.
- f. Notify the United States in the event it obtains any information indicating that Defendant Harris is in violation of this Decree.
- g. Provide any information reasonably related to compliance with this Decree that is requested by the United States.

19. Defendant Harris shall notify the United States if he or his agent purchases, inherits, or otherwise acquires an interest in any residential rental real estate property. Such written notification shall be made within thirty (30) days after the purchase, inheritance, acquisition, sale or transfer of interest.

20. Nothing in Paragraphs 14-19 shall be read to permit Defendant Harris to engage in any conduct prohibited by Paragraphs 11-13, supra.

21. Defendant Harris is permanently enjoined from purposefully or knowingly initiating any contact or communications, either directly or indirectly, with any person identified as an aggrieved person by the United States in this litigation. "Contact or communications" includes, but is not limited to, physical contact, talking to, telephone calls, e-mails, faxes, writing to, text-messages, or other communication with the protected person(s) through third parties.

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<sup>1</sup> For purposes of this Decree, documents to be sent to the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ No. 175-42-244, U.S. Department of Justice, 950 Pennsylvania Avenue NW – G Street, Washington, DC 20530, or as otherwise directed by the United States or its counsel. If transmission by facsimile is required, the following number should be used: (202) 514-1116. If transmission by electronic mail is required, the following email address should be used: [HCE.Compliance@usdoj.gov](mailto:HCE.Compliance@usdoj.gov), or as otherwise directed by the United States or its counsel.

Such persons are identified in Attachment "C" to this Decree. In the event that Defendant Harris inadvertently or unintentionally initiates any contact with any aggrieved person, he shall under no circumstance attempt to communicate in any manner with the aggrieved person and shall take all reasonable steps under the circumstance to avoid any further contact, including moving away from the aggrieved person.

22. Corporate Defendants stipulate that they have terminated Defendant Harris from employment as property manager of Forum Manor and do not employ and shall not in the future employ him in any other capacity.

**V. NON-DISCRIMINATION POLICIES AND PROCEDURES – ALL PROPERTIES**

23. Defendants' employees and agents (other than Defendant Harris as provided in this Decree) shall refrain from entering any dwelling unit except when necessary to inspect the unit or make repairs. Defendants and their employees and agents shall provide the tenant with at least twenty-four (24) hours written notice of any intent to enter any unit at properties other than Forum Manor, except in exigent circumstances or when requested by the tenant for repairs or other matters related to their tenancy. Such notice shall explain the reason for such inspection and contain a telephone number that tenants may call to re-schedule the unit inspection or visit. Defendants shall respect all reasonable requests by tenants to re-schedule such visits and shall ensure, to the maximum extent feasible, that tenants have the opportunity to be present for unit inspections or visits.

24. Within forty-five (45) days of the effective date of this Decree, Defendants shall create and submit, for the United States' approval, a written non-discrimination policy, including a policy against sexual harassment of tenants, and a formal complaint procedure. This policy and procedure shall apply to all residential rental properties owned or operated by Defendants,

and the policy shall be binding on Defendants' employees and agents, including employees and agents working at properties for which Hediger Enterprises does not hold a management contract. Defendants shall implement such policy and procedure no later than fifteen (15) days after the United States has indicated its approval and shall notify all new and current tenants and all new and current employees or agents of the policy and procedure. During the term of this Decree, if Defendants wish to modify or alter this policy or procedure, they shall submit any proposed changes to counsel for the United States for review and approval.

25. Within forty-five (45) days of the effective date of this Decree, Defendants shall create and submit for approval to the United States written Uniform and Nondiscriminatory Procedures for:

- a. receiving, handling, processing, rejecting and approving rental inquiries and applications made in-person, by telephone, by mail, or by other means;
- b. assigning prospective tenants to new units; and
- c. transferring existing tenants to different units.

Defendants shall implement these Procedures no later than fifteen (15) days after the United States has indicated its approval and shall notify in writing all new and current tenants and all new and current employees or agents of these procedures. This policy shall be binding on Defendants and their employees and agents, including employees and agents working at properties for which Hediger Enterprises does not hold a management contract. During the term of this Decree, if Defendants wish to modify or alter these procedures, they shall submit any proposed changes to counsel for the United States for review and approval.

26. Defendants shall post an “Equal Housing Opportunity” sign in any rental office through which they rent dwellings, which sign indicates that all units are available for rent on a non-discriminatory basis. An 11-inch by 14-inch poster substantially equivalent to the reduced sample appended to this Decree as Attachment “D” shall satisfy this requirement. Defendants shall place this poster in a prominent, well-lit, and easily readable location.

27. Defendants shall post their written grievance procedure, which shall conform to Attachment “E,” in any rental office through which they rent dwellings, which sign indicates that all units are available for rent on a non-discriminatory basis. Defendants shall place this grievance procedure in a prominent, well-lit, and easily readable location, and shall furthermore provide this procedure to any person inquiring about rental housing, upon the signing of the lease agreement for new tenants, and upon the renewal of any lease agreement for current tenants.

28. Defendants shall ensure that all advertising conducted for any residential rental property in newspapers, telephone directories, radio, television, the Internet or other media, and all billboards, signs (including at the entrances to the properties), pamphlets, brochures and other promotional literature, include the fair housing logo and the words “Equal Housing Opportunity.” Such words and logo shall be prominently placed. To the extent that the advertising listed in Attachment “F” has already been printed and the timing of the next publication of such advertising is outside the control of Defendants, Defendants shall ensure that the next publication of such advertising complies with this paragraph. Within one (1) year of the effective date of this Decree, Defendants shall confirm in writing that all advertising, including but not limited to advertising specifically identified in this paragraph, complies with this paragraph.

29. Defendants shall provide the following written statement to any person inquiring about rental housing: “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, including having children under age 18.” Defendants may comply with this provision by including this statement in Defendants’ standard rental application and rental agreement. However, if included in the rental application and rental agreement, this statement shall be written using letters of equal or greater size to those used for the text of the body of the document.

**VI. AFFIRMATIVE RELIEF – FORUM MANOR**

30. Defendants shall provide a rental application form to all persons who inquire about renting a dwelling unit at Forum Manor and shall provide such persons the opportunity to complete such application. Defendants shall write legibly on each rental application filled out by a prospective tenant the month, day, year, and time that Defendants received the application. Defendants shall process each rental application in the order in which it is received. To the extent Defendants reject any application for housing, Defendants shall provide, either on the application or on an attachment to the application, a written explanation of why the applicant was determined ineligible for tenancy, including all reasons therefor and any supporting documentation, and the name of the employee who made the decision. Within three (3) days of the decision to reject an applicant, the Defendants shall notify such applicant in writing of the rejection and the reason therefor.

31. As of the effective date of this Decree, Defendants shall maintain current, accurate lists of all dwellings available or expected to be available for rental at Forum Manor within the next thirty (30) days (hereafter “Availability Lists”), which shall include for each dwelling:

- a. The unit number and number of bedrooms;
- b. Whether the unit is vacant and, if not, the date on which the unit is scheduled to be vacant;
- c. Whether the unit is available to be moved into and, if not, the date that it is expected to be available for move-in.

The Availability List shall be updated at least weekly and shall bear the date it was issued or updated at the top. A computer maintained and generated list that can be updated and printed out on a daily basis satisfies the requirements of this paragraph.

32. Within thirty (30) days of the effective date of this Decree, Defendants shall maintain Guest Cards and request that all persons who visit to inquire about renting an apartment at Forum Manor fill out a Guest Card providing the date of their visit, their name, their address, their daytime and evening telephone numbers, the size of the person's household and number of children, and the date by when they wish to move. Defendants shall note on the Guest Card the dwelling units the person was shown, whether the person was given an application, and the name of the employee who attended to the visitor. The Guest Card shall contain spaces in which the visitor may voluntarily note his or her race, color, and sex. Should a visitor not fill in this space, Defendants shall fill it in based on the good faith observations of an employee or agent. The top portion of the Guest Card shall contain the following disclaimer: "The following information is requested to assist us in complying with the federal Fair Housing Act and will be kept confidential. Providing your race, color, or sex is voluntary and this information is not required in order to rent an apartment."

33. As of the effective date of this Decree, Defendants shall maintain waiting lists for each size unit at Forum Manor. The waiting lists shall contain each applicant's name, race,



color, national origin and sex (based on the information filled out by the applicant on the Guest Card or, if that information is not provided, on the employee's or agent's good faith observation), current address, daytime and evening telephone number, and the number of intended occupants. Defendants shall also indicate, for each applicant, the time and date he or she was placed on the list and the name of the employee who received the applicant's application.

34. Within thirty (30) days of the effective date of this Decree, Defendants shall develop and maintain a log (hereafter "Placement Log") that explains which applicant(s) was considered for each vacant unit at Forum Manor and why each applicant was approved or not approved for the unit. The Placement Log shall list the time(s) and date(s) on which the Defendants attempted to contact each applicant, the name of the employee who attempted to make such contact, the manner of the attempted contact (phone, mail, e-mail, etc.), the result of each attempted contact, whether that applicant was offered a unit, and that applicant's response to the offer.

35. Defendants' employees and agents shall refrain from entering any dwelling unit at Forum Manor except when necessary to inspect the unit or make repairs. Defendants shall provide the tenant at Forum Manor with at least five (5) days' written notice of any intent to enter the unit, except in exigent circumstances or when requested by the tenant for repairs or other matters related to their tenancy. Such notice shall explain the reason for such inspection and contain a telephone number that tenants may call to re-schedule the unit inspection or visit. Defendants shall respect all reasonable requests by tenants to re-schedule such visits and shall ensure, to the maximum extent feasible, that tenants have the opportunity to be present for unit inspections or visits.

## **VII. EDUCATIONAL PROGRAM**

36. Within one hundred eighty (180) days of the effective date of this Decree, Defendants, including any agents or employees of Defendants involved in showing, renting, managing or maintaining any residential rental properties whether or not owned, managed, or operated by Defendants, and any employees or agents who supervise such persons, shall attend an in-person training on the Fair Housing Act, including the Act's provisions related to race, sex and sexual harassment discrimination and discriminatory statements. The trainer or training entity shall be qualified to perform such training, independent of Defendants, and approved in advance by the United States. Defendants shall bear the cost of any expenses associated with this training. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

37. During the effective period of this Decree, within thirty (30) days of commencing an employment or agency relationship, all new agents or employees of Defendants involved in showing, renting, managing or maintaining any residential rental properties whether or not owned, managed or operated by Defendants, and all employees or agents who supervise such persons, shall be provided training as described in Paragraph 36, supra, or shall be given an in-person training by their supervisor who has previously received the training described in Paragraph 36, supra, and participate in an online training on the Fair Housing Act, including the Act's provisions related to race, sex and sexual harassment discrimination and discriminatory statements. The online training program shall be approved in advance by the United States. Such

new employees shall participate in an in-person training as described in Paragraph 36, supra, within one (1) year of commencing an employment or agency relationship.

**VIII. RECORD KEEPING**

38. Throughout the duration of this Decree, Defendants shall preserve and maintain all records which are the source of, contain, or relate to any information required by this Decree or by law, including, but not limited to, the following:

- a. Availability lists;
- b. Guest cards;
- c. Waiting lists;
- d. Rental applications;
- e. Leases;
- f. Placement logs;
- g. Nondiscrimination policies;
- h. Tenant rules and regulations;
- i. Rental ledgers;
- j. Vacancy reports;
- k. Tenant correspondence and newsletters; and
- l. Rental payment and other financial records.

**IX. REPORTING REQUIREMENTS**

39. Within one hundred and twenty (120) days of the effective date of this Decree, Defendants shall submit the following records to counsel for the United States:

- a. Copies of all written verifications of the training conducted pursuant to the requirements set forth above;

- b. A photograph of all the rental offices or apartments used as rental offices for residential rental offices owned or operated by Defendants, which verify that the Equal Housing Opportunity poster is being displayed as required by the terms enumerated above;
- c. Representative copies of all of the documents required in Paragraphs 24-29, as well as any other materials prepared pursuant to the requirements of the terms enumerated above;
- d. Copies of any existing tenant rules and regulations; and
- e. Written verification that the Nondiscrimination Policy has been distributed as required by the terms enumerated above.

40. Beginning six (6) months after the effective date of this Decree, and every six (6) months thereafter, Defendants shall deliver to counsel for the United States a report covering the preceding six months and containing the following information:

- a. To the extent these documents have not been provided, copies of all written verifications of the training conducted pursuant to this Decree;
- b. A report showing the number of households moving into dwellings at Forum Manor during the reporting period and the number of those, if any, which included blacks or African Americans (based on the identification methods described above); whether the tenant is male or female (based on the identification methods described above); the size of the household, including the number of children; the date on which each dwelling was vacated by the tenant; the date on which each dwelling was cleaned and

ready for occupancy; the date on which each dwelling was occupied by a new tenant; and the race of each tenant; and

- c. Copies of advertising used by Defendants in the preceding six months for all properties owned or operated by Defendants. Copies of the advertising copy and layout, and a list of publications and dates of publications for each advertisement, will satisfy this subparagraph.

The final report shall be submitted to the United States sixty (60) days prior to the date on which this Decree expires.

41. Defendants shall advise counsel for the United States, in writing, within thirty (30) days of receipt of any complaint, whether written, oral, or in any other form, against Defendants or any of Defendants' agents, employees or residential rental properties or dwellings, regarding alleged discrimination based on race, color or sex, including sexual harassment, and retaliation, intimidation or coercion. If a complaint is made verbally, Defendants shall maintain a log upon which they record the name of the complainant; the address and telephone number of complainant; the date the complaint was received; the name of the Defendant employee or agent who received the complaint; the name of the Defendant employee or agent who is the subject of the complaint; the name of the property involved in the complaint; and a general description of the complaint. The notification sent to the United States shall include a copy of the complaint if made in writing or a copy of the complaint log if made verbally; any action taken by Defendants in response to the complaint; the complainant's name, address and telephone number; and any other pertinent documents or information. Defendants shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution, if any, of any complaint. This

paragraph shall apply to all Defendants' employees and agents, including employees and agents working at properties for which Hediger Enterprises does not hold a management contract.

42. Defendants shall ask any complainant to put the complaint in writing and shall provide the complaint form appended as Attachment "G" at all leasing offices and to any person who makes a complaint.

**X. INSPECTIONS**

43. During the effective period of this Decree, representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to the rental of dwellings at Forum Manor or related to Defendants' obligations under this Decree.

**XI. ACQUISITION OF DWELLING UNITS**

44. If, at any time during the term of this Decree, any of the Defendants acquire a direct or indirect ownership, management or other financial interest in any other rental dwelling unit, such unit shall become subject to the applicable provisions of this Decree. Within thirty (30) days of acquiring such an interest, Defendants shall notify counsel for the United States of the nature of Defendants' interest in the dwelling or property; the address of the property; and any other information required under this Decree. Defendants shall further provide a copy of the documents memorializing the transfer in interest.

**XII. MONETARY DAMAGES TO AGGRIEVED PERSONS**

45. Defendants Hediger Enterprises, Inc., Forum Manor Associates, L.P., and Forum Manor LLC shall pay a total of TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000.00) in monetary damages to persons whom the United States has identified as aggrieved persons. A list of such persons that identifies the amount to be paid to each person is

attached as Attachment C. Within thirty (30) days of entry of this Decree, Defendants shall deliver to counsel for the United States checks made payable to each such person, in the amounts listed in Attachment C.

46. As a prerequisite to receiving such payment, each aggrieved person shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that he or she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment "H". Counsel for the United States shall deliver the original release forms to counsel for Defendants.

47. The Court approves the monetary damages awards to minor children D.V. and N.V., as listed in Attachment C, and authorizes that payment of such awards shall be made to their custodial parent, Debra Vankeulen. Ms. Vankeulen shall have the authority of a "next friend" to execute and sign the release of claims contained in Attachment H on behalf of D.V. and N.V.

### **XIII. CIVIL PENALTY**

48. Within thirty (30) days of the date of this Decree, Defendants Hediger Enterprises, Inc., Forum Manor Associates, L.P., and Forum Manor LLC shall pay the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) to the United States as a civil penalty to vindicate the public interest, 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 "United States Treasury."

49. Within thirty (30) days of the date of this Decree, Defendant Roger Harris shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the United States as a civil penalty to vindicate the public interest, 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 "United States Treasury."

50. Defendant Harris acknowledges and agrees that the United States has agreed to resolve this matter against him for the amount of the civil penalty in Paragraph 49 based on its reliance on Defendant Harris' representations during court-ordered mediation that the current amount of his assets is not materially different from those listed on a document identified as CFS 0015 subpoenaed by the United States during discovery in this litigation, that the ING account identified in CFS 0015 is a designated retirement account, and that the distribution of his assets among real property, liquid or subliquid assets, retirement accounts and other assets is not materially different than the distribution of assets shown on CFS 0015. Defendant Harris shall execute any documents that will permit the United States to ascertain Defendant Harris' financial status and distribution of his assets, including but not limited to any and all releases that will permit the United States to obtain financial information directly from their source. This includes, but is not limited to, any financial, banking, retirement fund, securities, tax returns and other documents that the United States may require.

51. Should the United States determine that the amount or distribution of Defendant Harris' assets is materially different than his assets as reflected on CFS 0015, the United States may move this Court to impose an additional civil penalty of up to TWENTY THOUSAND DOLLARS (\$20,000.00). For purposes of this Decree, the sale of the automobile identified on CFS 0015 as "2000 Chevy 1600" shall not constitute a "material difference" in the amount or distribution of assets. Defendant Harris may contest the materiality of any deviation from the quantity or distribution of his assets as reflected on CFS 0015, but hereby waives any other objection, including any objection to the amount of the proposed civil penalty.



**XIV. DURATION, MODIFICATIONS AND REMEDIES**

52. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and modifying its terms. This Decree shall be in effect for a period of three (3) years from its effective date. The United States may move the Court to extend the period in which this Decree is in effect if any Defendant violates one or more terms of the Decree or the interests of justice so require to effectuate the rights and obligations of this Decree.

53. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties.

54. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. In the event that no resolution is reached, the parties may move this Court to resolve such dispute and impose any remedy authorized by law or equity which may have been occasioned by the violation or failure to perform by the other party.

55. All parties shall be responsible for their own attorney's fees and costs, except as otherwise provided in this Decree.

IT IS SO ORDERED.

This 30<sup>th</sup> day of November, 2011.

  
\_\_\_\_\_  
THE HONORABLE CAROL E. JACKSON  
UNITED STATES DISTRICT JUDGE

**FOR PLAINTIFF UNITED STATES OF AMERICA:**

RICHARD G. CALLAHAN  
United States Attorney

THOMAS E. PEREZ  
Assistant Attorney General

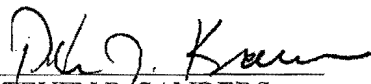


JANE RUND  
Assistant United States Attorney  
Thomas Eagleton U.S. Courthouse  
111 South 10th Street, 20th Floor  
St. Louis, MO 63102  
Phone: (314) 539-2200  
Fax: (314) 539-2309

STEVEN H. ROSENBAUM  
Chief  
REBECCA B. BOND  
Deputy Chief  
MAX LAPERTOSA  
MARY J. HAHN  
JESSICA CLARKE CROCKETT  
Trial Attorneys  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
950 Pennsylvania Avenue NW  
Northwestern Building, 7<sup>th</sup> Floor  
Washington, DC 20530  
Phone: (202) 305-1077  
Fax: (202) 514-1116

**FOR DEFENDANTS HEDIGER ENTERPRISES, INC., D/B/A CARROLL  
MANAGEMENT GROUP, FORUM MANOR ASSOCIATES, L.P., AND FORUM  
MANOR LLC:**

WILLIAMS VENKER & SANDERS LLC



STEVEN P. SANDERS

PETER J. KRANE

100 North Broadway, Suite 2100

St. Louis, MO 63102

Phone: (314) 345-5000

Fax: (314) 345-5055

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GARY HEDIGER

As General Partner, Forum Manor  
Associates L.P.

As Sole Member, Forum Manor LLC

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BRADLEY LEAVITT

Title: Chief Operating Officer

Hediger Enterprises, Inc.,

d/b/a Carroll Management Group

**FOR DEFENDANTS HEDIGER ENTERPRISES, INC., D/B/A CARROLL  
MANAGEMENT GROUP, FORUM MANOR ASSOCIATES, L.P., AND FORUM  
MANOR LLC:**

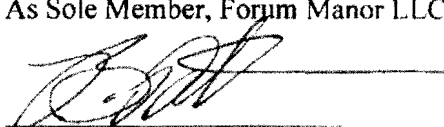
WILLIAMS VENKER & SANDERS LLC

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STEVEN P. SANDERS  
PETER J. KRANE  
100 North Broadway, Suite 2100  
St. Louis, MO 63102  
Phone: (314) 345-5000  
Fax: (314) 345-5055

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GARY HEDIGER  
As General Partner, Forum Manor  
Associates L.P.  
As Sole Member, Forum Manor LLC



---


BRADLEY LEAVITT  
Title: Chief Operating Officer  
Hediger Enterprises, Inc.,  
d/b/a Carroll Management Group

**FOR DEFENDANTS HEDIGER ENTERPRISES, INC., D/B/A CARROLL  
MANAGEMENT GROUP, FORUM MANOR ASSOCIATES, L.P., AND FORUM  
MANOR LLC:**

WILLIAMS VENKER & SANDERS LLC

---

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GARY HEDIGER  
As General Partner, Forum Manor  
Associates L.P.  
As Sole Member, Forum Manor LLC

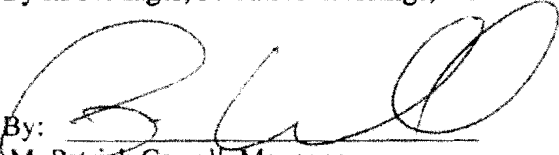
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BRADLEY LEAVITT  
Title: Chief Operating Officer  
Hediger Enterprises, Inc.,  
d/b/a Carroll Management Group

**FOR CARROLL PROPERTY MANAGEMENT LLC:**

I have had the opportunity to consult with counsel fully and freely, and I sign this decree on behalf of Carroll Property Management LLC after consultation with counsel.

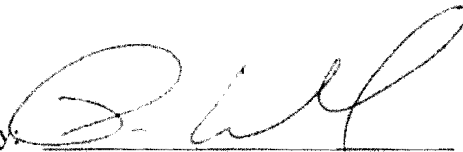
By its Manager, P. Carroll Holdings, LLC

By:   
M. Patrick Carroll, Manager

**FOR CARROLL MANAGEMENT GROUP, LLC**

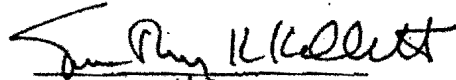
I have had the opportunity to consult with counsel fully and freely, and I sign this decree on behalf of Carroll Management Group LLC after consultation with counsel.

By its Manager, P. Carroll Holdings, LLC

By   
M. Patrick Carroll, Manager

FOR DEFENDANT ROGER HARRIS:

HORACE, RADICE & KELLETT, LLC



TIMOTHY K. KELLETT

911 Washington Avenue, Suite 400

St. Louis, MO 63101-1208

Phone: (314) 241-4505

Fax: (314) 241-7779

  
ROGER HARRIS



**ATTACHMENT A**  
**Stipulation by M. Patrick Carroll for the Carroll Organization**

I, M. Patrick Carroll, am the Manager of P. Carroll Holdings, Chairman of Hediger Enterprises, Inc., d/b/a Carroll Management Group, and Founder and Chief Executive Officer of the Carroll Organization. The Carroll Organization consists of several subsidiaries and affiliated entities, including Carroll Property Management LLC, Carroll Management Group LLC, and Hediger Enterprises, Inc., d/b/a Carroll Management Group. I understand that by this stipulation, the United States seeks to ensure that the purchase of one hundred percent (100%) of the stock of Hediger Enterprises, Inc. by Carroll Property Management LLC in April 2010, and the subsequent transfer of one hundred percent (100%) of such stock from Carroll Property Management LLC to P. Carroll Holdings LLC, will not affect Hediger Enterprises' continuing existence as an operating business entity for the duration of this Consent Decree.

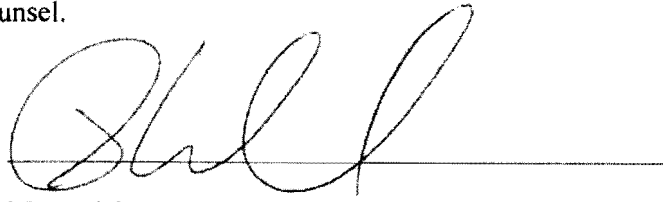
Pursuant to Paragraph 7 of the Consent Decree entered in United States v. Harris, Case No. 09-CV-01859 (E.D. Mo.), I stipulate that I have the sole authority to speak on behalf of P. Carroll Holdings LLC, and that P. Carroll Holdings LLC has the sole authority to determine whether to remove any assets from Hediger Enterprises, Inc., d/b/a Carroll Management Group, and whether to dissolve Hediger Enterprises, Inc., d/b/a Carroll Management Group, as a corporate entity. P. Carroll Holdings shall not cause or allow any management contracts or other assets held by Hediger Enterprises, Inc., d/b/a Carroll Management Group, to be sold, bartered, assigned, transferred, or in any other way removed from Hediger Enterprises, Inc., and further agrees that it shall not dissolve Hediger Enterprises, Inc., as an incorporated entity, for the term of this Consent Decree.

Should the owners of an apartment complex (which is not owned by any of the Defendants, P. Carroll Holdings LLC, Carroll Property Management LLC or Carroll

Should the owners of an apartment complex (which is not owned by any of the Defendants, P. Carroll Holdings LLC, Carroll Property Management LLC or Carroll Management Group LLC) independently choose not to renew a management contract with Hediger Enterprises, Inc., upon the expiration of such management contract during the term of this Consent Decree, the non-renewal of such management contract by the owner shall not be deemed a violation of this Stipulation. In the event that such non-renewal of a management contract by an owner occurs, Defendant Hediger Enterprises, Inc., d/b/a Carroll Management Group, shall inform the United States within thirty (30) days of such non-renewal and the reasons for the non-renewal. Although P. Carroll Holdings LLC is not a defendant in this litigation, P. Carroll Holdings LLC hereby agrees that this Stipulation is binding upon it.

I hereby acknowledge that the United States has relied on the representations made in this Stipulation in agreeing to the resolution of this matter against all Defendants, including Carroll Property Management LLC, Carroll Management Group LLC, and Hediger Enterprises, d/b/a Carroll Management Group, and P. Carroll Holdings LLC consents to the jurisdiction of this Court for the enforcement of the stipulation as if it were contained within the body of Paragraph 7 of the Consent Decree.

I have had the opportunity to consult with counsel fully and freely and sign this stipulation after consultation with counsel.

A handwritten signature in black ink, appearing to read 'M. Patrick Carroll', is written over a horizontal line. The signature is stylized and cursive.

M. Patrick Carroll  
CARROLL ORGANIZATION

**ATTACHMENT B**  
**Current List of Defendants' Residential Rental Properties**

<b>PROPERTY NAME</b>	<b>PROPERTY AND/OR LEASING OFFICE ADDRESS</b>	<b>CITY/STATE</b>	<b>ZIP CODE</b>
ALBANY HEIGHTS	249 PINE AVENUE	ALBANY, GA	31701
ANSLEY OAKS	6813 MAIN STREET	LITHONIA, GA	30058
ASPENWOOD SQUARE	3235 S. MENDENHALL ROAD	MEMPHIS, TN	38115
AUDUBON CREEK	1111 AMBER DRIVE	NORCROSS, GA	30071
AUDUBON CREST	1200 LANIER MILL CIRCLE	OAKWOOD, GA	30566
AUDUBON HILLS	115 ROCK QUARRY ROAD	STOCKBRIDGE, GA	30281
BLAKELY COMMONS	89 BLAKELY COMMONS CIRCLE	BLAKELY, GA	39823
BRANDYWINE	160 BELLE DRIVE	FAYETTEVILLE, GA	30214
CENTRAL POINTE	4933 CENTRAL AVENUE	CHARLOTTE, NC	28205
CLEVELAND AVE. APTS.	1205 CLEVELAND AVENUE	WINSTON-SALEM, NC	27101
COLONY NORTH	300 N. HWY 25 BY PASS	GREENVILLE, SC	29617
CYPRESS GLEN	605 WISCONSIN	HOLTON, KS	66436
ELITE AT AVONDALE	260 NORTHERN AVENUE	AVONDALE ESTATES, GA	30002
FALLS LANDING	1146 OLD CENTRAL ROAD	CENTRAL, SC	29630
FORUM MANOR	1421 FORUM DRIVE, STE B-2	ROLLA, MO	65401
GREENVILLE COMMONS	738 N. DEPOT STREET	GREENVILLE, GA	30222
HAMPTON COMMONS	7000-08 BARRINGTON DRIVE	CHARLOTTE, NC	28215
HICKORY PARK	4900 DELANO ROAD	COLLEGE PARK, GA	30349
HIGHLAND CHATEAU	5246 RALEIGH LAGRANGE ROAD	MEMPHIS, TN	38134
HIGHLAND HILLS	2831 FOSTERWOOD DRIVE	MEMPHIS, TN	38115
HIGHLAND VILLAGE	3890 E. PONCE DE LEON AVENUE	CLARKSTON, GA	30021
HIGHLAND WILLOWS	6071 HIGHWAY 85	RIVERDALE, GA	30274
HUNTERS CHASE	340 GILLESPIE ROAD	MADISON, AL	35758
HUNTERS PARK	1201 CEDAR LN. ROAD	GREENVILLE, SC	29617

HUNTING HILLS	240 COUNTRIE DRIVE	CHRISTIANSBURG, VA	24073
IVY CHASE	3130 S. MENDENHALL ROAD	MEMPHIS, TN	38115
KEOWAY VILLAGE	50 KEOWAY DRIVE	SENECA, SC	29672
KEYSTONE LANDING	4266 RIDGESTONE DRIVE	MEMPHIS, TN	38128
KNIGHTSBRIDGE MANOR	501 S.W. FRANKLIN AVENUE	TOPEKA, KS	66606
LAKESWOOD ON SALUDA	104 B. STANLEY DRIVE	GREENVILLE, SC	29611
LANDINGS, THE	240 COUNTRIE DRIVE	CHRISTIANSBURG, VA	24073
LOUDON GARDENS	641 CLYDE STREET	LOUDON, TN	37774
MASON OAKS	2078 KEITH DRIVE	GASTONIA, NC	28054
MT. ZION	2445 AMSTERDAM DRIVE	AUGUSTA, GA	30906
MULBERRY COURT	1500 N. CEDAR	ABILENE, KS	67410
NEWTON PLAZA	300 W. 5TH	NEWTON, KS	67114
NORTH AUGUSTA	310 WEST HUGH STREET	NORTH AUGUSTA, SC	29841
NORTH GATE	1515 FOURTH STREET N.E.	MOULTRIE, GA	31768
OAK HOLLOW	802 A SOUTH YORK AVENUE	ROCK HILL, SC	29730
PALMETTO PLACE	2901 PARDUE STREET	LANCASTER, SC	29720
PALMETTO VILLAS	2432 WILDWOOD DRIVE	FLORENCE, SC	29501
PARK PLACE	11919 COLERAIN ROAD	ST. MARY'S, GA	31558
PATEVILLE ESTATES	2101 PATEVILLE ROAD	CORDELE, GA	31015
PECAN GROVE I	100 PECAN GROVE DRIVE	WAYNESBORO, GA	30830
PECAN GROVE II	100 PECAN GROVE DRIVE	WAYNESBORO, GA	30830
PICKENS GARDENS	102 GARDEN DRIVE	PICKENS, SC	29671
PLACE ONE	4222 ALMORA AVENUE	RICHMOND, VA	23228
PRESCOTT PLACE	1747 MORLYE STREET	MEMPHIS, TN	38111
REEDWOOD MANOR	59 MANOR TRACE	SYLVA, NC	28779

REGAL COMMONS	2420 E. ABRAM STREET	ARLINGTON, TX	76010
REGAL OAKS	1195 WOODLAND AVE A-01	ATLANTA, GA	30324
REGENCY LAKE	3501 MEADOWDALE BLVD.	RICHMOND, VA	23234
REGENCY SQUARE	1926 ROCHELLE AVENUE	DISTRICT HTS., MD	20747
ROYAL ESTATES	8050 ARLINGTON EXWY	JACKSONVILLE, FL	32211
ROYAL ISLES	803 DON QUIXOTE AVENUE	ORLANDO, FL	32807
SMOKEY RIDGE	240 COUNTRIE DRIVE	CHRISTIANSBURG, VA	24073
SOUTH FORK	500 MACARTHUR DRIVE	CAMILLA, GA	31730
SPARROW RUN	1300 PAMLICO STREET	CHARLOTTE, NC	28205
SPRINGFIELD CROSSING	3320 N. LUMPKIN ROAD	COLUMBUS, GA	31903
STERLING WOODS	423 LINDSAY ROAD	CLEMSON, SC	29631
STRATFORD VILLA	200 EUNICE DRIVE	GREENVILLE, SC	29611
SUN VALLEY	240 COUNTRIE DRIVE	CHRISTIANSBURG, VA	24073
SUNSET VILLAGE	900 WHITE STREET	CLEVELAND, MS	38732
SURREY APARTMENTS	3789 ANDREAS DRIVE	MEMPHIS, TN	38128
SWIFT CREEK	411 WELLS STREET	DARLINGTON, SC	29532
THE OAKS AT SILVER RIDGE	2900 B EAST KIVETT DRIVE	HIGH POINT, NC	27260
THOMASTON GARDENS	109 W. COUNTRY ROAD	THOMASTON, GA	30286
TIVOLI PLACE	325 WARRIOR DRIVE	MURFREESBORO, TN	37128
TULLAHOMA VILLAGE	1015 S. FRANKLIN STREET	TULLAHOMA, TN	37388
TUMBLEWEED	TAYLOR & TUMBLEWEED CT	LYONS, KS	67554
UNIVERSITY COMMONS	1010 GRACE STREET	GREENWOOD, SC	29649
VANTAGE POINT	1030 COLLEGE	WELLINGTON, KS	67152
VICTORY CROSSING	3390 N. LUMPKIN ROAD	COLUMBUS, GA	31903
VILLAGE OF CULPEPER	722 WILLIS LANE	CULPEPER, VA	22701

WATEREE VILLAS	971 WATEREE BLVD.	CAMDEN, SC	29020
WELLS COURT	1856 WELLS DRIVE SW	ATLANTA, GA	30311
WILSHIRE PARK	5025 BLUE SPRINGS ROAD	HUNTSVILLE, AL	35810
WILSHIRE WOODS	2560 ROCKY CREEK ROAD	MACON, GA	31206
WINDSOR LAKE	241 COVE LANDING DRIVE	THOMASVILLE, GA	31792
WOODLAND VIEW	1195 WOODLAND AVENUE A-01	ATLANTA, GA	30324

**ATTACHMENT C**  
**List of Aggrieved Persons**

1. Alethea Davis: \$25,000.00
2. Crystal Hall: \$25,000.00
3. Daniel Howard: \$25,000.00
4. Vivy Floros: \$35,000.00
5. Heather Kamprath: \$15,000.00
6. Lacey Martin: \$25,000.00
7. Stacey Minor: \$25,000.00
8. Dena Roberts: \$15,000.00
9. Jess Smith: \$10,000.00
10. Lindsey Smith: \$30,000.00
11. Debra Vankeulen: \$25,000.00
12. Debra Vankeulen as Mother, Guardian, and Next Friend for the use and benefit of [REDACTED] [REDACTED] (NV), a minor:<sup>1</sup> \$2,500.00
13. Debra Vankeulen as Mother, Guardian, and Next Friend for the use and benefit of [REDACTED] [REDACTED] (DV), a minor: \$2,500.00

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<sup>1</sup> Per E.D. Mo. Loc. R. 5-2.17(A)(2) and Fed. R. Civ. P. 5.2(a), the names of all minors appearing herein have been redacted and substituted with their initials.



**ATTACHMENT D**  
**Fair Housing Poster**



**ATTACHMENT E  
Grievance Procedure**

Hediger Enterprises, d/b/a Carroll Management Group, manages this residential property. Hediger Enterprises is committed to ensuring that residents, applicants and their friends and families are treated fairly and in a non-discriminatory manner. Hediger Enterprises does not discriminate or condone discrimination on the basis of race, sex, color, religion, disability, familial status or on any other basis that is protected under applicable laws and regulations. The following is Hediger Enterprises' procedures to allow residents and applicants to file internal complaints in the event that grievances, disputes or allegations of discrimination arise.

**Rejected Applicants:** If you feel your application was wrongly or mistakenly rejected, or that the Property Manager rejected you because of your race, sex, color, religion, disability, or familial status, or because of the race, sex, color, religion, disability, or familial status of any member of your household or visitor, you may call or write the District Manager for this property:

[Name]  
[Address]  
[Telephone Number]  
[Email]

You may also contact or file a complaint with the following agencies:

U.S. Department of Housing and Urban Development (HUD)  
Office of Fair Housing and Equal Opportunity

[Local Address]  
[Local Number]

[If applicable]:

[State Housing Finance Agency]

[Public Housing Authority]

[State/Local Human Relations Agency]

You are **not required** to exhaust or go through Hediger Enterprises' internal grievance procedure before contacting or filing a complaint with HUD or another agency.

**Complaints by Current Tenants Against Other Tenants:** These should first be discussed with the on-site Property Manager. If this fails to resolve the complaint, you may contact the District Manager. Please note that, in resolving disputes between tenants, the Property Manager may not enforce any preferences based on race, sex, color, religion, disability, or familial status. For example, the Property Manager may not move a tenant to another unit solely because that tenant does not want to live near other tenants due to their race.

**Complaints Against Employees:** A complaint against an employee at the property, other than the Property Manager, should be made directly to the Property Manager. If this fails to resolve the complaint, you may call or write the District Manager.

If your complaint is against the Property Manager, or if the complaint alleges that an employee discriminated against a tenant on the basis of race, sex, color, religion, disability, or familial status, it should be made directly to the District Manager. You may also lodge a complaint if you believe another tenant was the victim of discrimination. You may also contact HUD at the address and number listed above.

Please note that initial requests for reasonable accommodations related to a tenant's disability should be made to the Property Manager. If the request is denied or is not provided in a satisfactory manner, you may then speak with the District Manager. Likewise, if you have a discrimination complaint that does not involve requesting an accommodation – for example, if you believe you are being evicted due to a disability – you should raise this matter directly with the District Manager.

**You will not be subject to any retaliation or adverse action as a result of making a discrimination complaint.** If you believe the Property Manager or any other person took any action against you that you consider to be retaliation for contacting the District Manager, you should notify the District Manager immediately.

**ATTACHMENT F  
List of Publications**

<b>Vendor Description</b>	<b>Publication Name or Description of Service</b>
(37trigeo) Tribune and Georgian	RENTAL GUIDE
(90forren) For Rent Magazine	For Rent
(92apagui) Apartment Guide	Apartment Guide
(92forren) For Rent Magazine	For Rent Magazine
(93apablu) Apartment Blue Book	Apartment Blue Book
(hed00037) APARTMENT FINDER	Apartment Finder
(hed01720) APARTMENT TURNOVERS	Apartment Turnovers
(hed11705) Charlotte ForRent.com	For Rent
(hed22680) ATLANTA APARTMENT MAGAZINE	Atlanta Apt Magazine
(hed25460) YELLOW PAGE DIRECTORY SVCS., I	Yellow Pages
(hed27197) EPLEE & ASSOCIATES DIRECTORIES	School directory
(hed29444) TRIAD APT. ASSOC.	Apartment Association
(hed37224) APARTMENT FINDER OF NASHVILLE	Apartment Finder
(hed40085) O'CONNOR COMMUNICATIONS	Knoxville Apt Guide
(hed47148) UNIVERSAL DIRECTORIES, LTD.	Colleges advertising
(hed49630) THE ATLANTA APARTMENT MAGAZINE	Atlanta Apt Magazine
(hed53047) GREATER NASHVILLE APT ASSOC.	Greater Nashville Apt Assoc
(hed54149) DIVERSIFIED PUBLISHING CO.	Apartments.com
(hed64110) HISPANIC MARKETING, INC	Spanish Yellow Pages
(hed66253) CLASSIFIED VENTURES	Apt.com
(hed73259) AT&T ADVERTISING & PUBLISHING	New directory
(hed84504) FOR RENT MAGAZINE	Advertisement
(hed96272) NETWORK COMMUNICATIONS INC.	Apartment Finder



**Description of your complaint:**

Name of Property (if known): \_\_\_\_\_

Name and Title of Employee (if known): \_\_\_\_\_  
Name Position

Please provide a physical description or any other identifying feature to help us identify the employee (gender, approximate age, color of hair, race, etc.).

Date and time of incident(s): \_\_\_\_\_

Location of incident(s) (apartment number, parking lot, leasing office, etc.): \_\_\_\_\_

Please provide a general description of what was said or done during the incident(s) that you believe was inappropriate. Please feel free to add pages if the space below is insufficient.

Please provide the name and contact information for any individuals you would like us to speak to about your complaint.

**PLEASE MAIL OR FAX THIS FORM TO:**

**HEDIGER ENTERPRISES, INC.,  
D/B/A CARROLL MANAGEMENT GROUP  
ATTENTION: COMPLAINTS  
3340 Peachtree Road  
Suite 1620  
Atlanta, GA 30326  
Phone: 404.812.8270  
Fax: 404.523.9372**

**Fair Housing Notice:**

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. **You will not be subject to any retaliation or adverse action as a result of making this complaint.** If you believe any person has taken any action against you that you consider to be retaliation for contacting Hediger Enterprises, d/b/a Carroll Management Group, please call the telephone number listed above immediately.

**ATTACHMENT H**  
**Release**

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. Roger Harris, et al., No. 09-cv-01859 (E.D. Mo.), and Defendants' payment to me of \$\_\_\_\_\_, pursuant to the Consent Decree, I hereby agree, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendants and their agents, employees, officers, heirs, executors, spouses, administrators, successors, assigns or owners, including but not limited to Roger Harris, Hediger Enterprises Inc., d/b/a Carroll Management Group, Forum Manor Associates, LP, Forum Manor LLC, Carroll Management Group LLC, and Carroll Property Management LLC.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date