

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

UNITED STATES OF AMERICA,

Plaintiff,

v.

PENNY PINCHER, INC., DEANNA LYNN
 COOLEY, and MICHAEL LAW.

Defendants.

CIVIL ACTION NO. 1:10cv578LG-RHW

CONSENT DECREE BETWEEN THE UNITED STATES AND
 DEFENDANTS DEANNA LYNN COOLEY AND MICHAEL LAW

I. Introduction

1. The United States initiated this action on December 17, 2010, on behalf of Complainants Casey Street and Gulf Coast Fair Housing Center ("GCFHC"), pursuant to the Fair Housing Act ("FHA"), 42 U.S.C §§ 3612(o) and 3614(a).

2. Defendant Penny Pincher, Inc. is a Mississippi corporation with its principal place of business in Gulfport, Mississippi. It publishes Penny Pincher, a free want-ad newspaper.

3. At all times relevant to the United States' allegations, Defendant Deanna Lynn Cooley owned a house located at 6810 Mescalero Road, Biloxi, Mississippi, 39532.

4. At all times relevant to the United States' allegations, Defendant Michael Law acted as Defendant Cooley's agent with respect to 6810 Mescalero Road.

5. The United States, in its Complaint, alleges the following with respect to Defendants Cooley and Law:

a. By placing in the Penny Pincher newspaper an advertisement for housing containing the proviso "no children" that was printed on or about January 24,

2008, and which Complainant Street read on or about January 25, 2008, Cooley discriminated against Street on the basis of familial status by causing to be published an advertisement 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).

b. By making several oral statements repeating the “no children” proviso to a tester working for complainant GCFHC, Cooley and Law made housing unavailable because of familial status, in violation of 42 U.S.C. § 3604(a), 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).

c. GCFHC took actions to counteract the effects of Defendants Cooley and Law’s conduct. Those actions impaired GCFHC’s ability to promote fair housing on Mississippi’s Gulf Coast.

6. In an effort to avoid costly litigation, Plaintiff United States and Defendants Cooley and Law have voluntarily agreed, as indicated by the signatures below, to resolve Plaintiff’s claims against Defendants Cooley and Law without the necessity of a hearing on the merits and without admission of liability or wrongdoing on the part of Defendants Cooley and Law.

Wherefore, it is ORDERED, ADJUDGED and DECREED:

II. Injunctive Relief

7. Defendants Cooley and Law, along with their agents, employees, and all persons in active concert with them, are enjoined from refusing to sell or rent after the making of a bona

vide offer, or refusing to negotiate for the sale or rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a).

8. Defendants Cooley and Law, along with their agents, employees, and all persons in active concert with them, are enjoined from making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling unit that indicates any preference, limitation, or discrimination based on familial status in violation of 42 U.S.C. § 3604(c).

III. Nondiscrimination Policies

9. Defendants Cooley and Law shall include the following written statement in all advertisements for rentals: "We are an equal opportunity housing provider. Families with children are welcome."

10. Defendants have represented that they use only standard rental applications and leases mandated by the Mississippi Development Authority. The standard lease includes the following statement: "DISCRIMINATION PROHIBITED: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability."

IV. Mandatory Training

11. Within 90 days after the entry of this Decree, Defendants Cooley and Law shall attend an educational program that will offer instruction regarding their obligations under this Decree and the federal Fair Housing Act. Cooley and Law shall pay any 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 Defendants or their counsel, and approved in advance by the United States.

12. Defendants Cooley and Law shall certify that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Decree and the federal Fair Housing Act, by completing an acknowledgement in the form of Attachment A to this Decree.

V. Monetary Damages for Aggrieved Persons

13. Within 14 days after the entry of this Decree, Defendants Cooley and Law shall send to counsel for the United States, via overnight delivery, a cashier's check made payable to "Gulf Coast Fair Housing Center" in the amount of \$1,000.¹

14. Within 30 days after the entry of this Decree, Defendants Cooley and Law shall send to counsel for the United States, via overnight delivery, a cashier's check made payable to "Gulf Coast Fair Housing Center" in the amount of \$1,000, and a cashier's check made payable to "Casey Street" in the amount of \$500.

15. Counsel for the United States will not deliver the checks to the complainants before receiving signed releases in the form of Attachment B from the complainants. Counsel shall deliver the original signed releases to the Defendants.

¹All correspondence required to be sent to the United States under the provisions of this Decree shall be sent to the U.S. Department of Justice, care of the undersigned counsel for the United States, Attn: DJ 175-41-219, 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 7002
Washington, D.C. 20006

VI. Notification and Document Retention Requirements

16. Within 180 days after the entry of this Decree, Defendants Cooley and Law shall submit to the United States an initial compliance report that includes:

- a. Copies of all advertisements for rentals containing the written statement required by Paragraph 9 that were issued since the entry of the decree; and
- b. Copies of the acknowledgement included as Attachment B to this Decree showing that Defendants Cooley and Law have completed the training program specified in Section IV of this Decree.

17. Defendants Cooley and Law shall submit three subsequent compliance reports: on the first and second anniversary of the entry of this Decree and 60 days prior to the expiration of the Decree. These subsequent compliance reports will contain copies of all advertisements for rentals containing the written statement required by Paragraph 9 that were issued since the previous compliance report.

18. Defendants Cooley and Law shall advise the United States, in writing, within 14 days of receipt of any administrative or legal complaint regarding housing discrimination made against them. Upon reasonable notice, Defendants will provide the United States all information it may request concerning any such complaint. Defendants shall also advise the United States, in writing, within 14 days of the resolution of any such complaint.

19. Defendants Cooley and Law shall preserve, for the duration of this Decree, all records related to this Decree. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect and copy any records of Defendants related to this Decree.

VII. Scope and Duration of Consent Decree

20. The provisions of this Decree shall apply to Defendants Cooley and Law and their agents, employees, and all persons in active concert with them.

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

22. The Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Decree throughout its term, after which time the case shall be dismissed with prejudice.

23. The United States may move the Court to extend the period in which this Decree is in effect if it believes that any Defendant has likely violated one or more terms of this Decree or if the interests of justice otherwise require an extension.

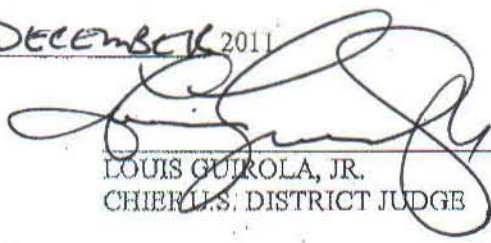
24. The parties to this Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event that a Defendant either fails to perform in a timely manner any act required by this Decree or acts in violation of any provision of this Decree, the United States may 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 that Defendant's action or inaction.

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

VIII. Costs of Litigation

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

IT IS SO ORDERED, this 8TH day of DECEMBER, 2011



LOUIS GUTROLA, JR.
CHIEF U.S. DISTRICT JUDGE


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

FOR THE UNITED STATES:


Dated 12/8/2011, 2011

JOHN M. DOWDY, JR.
United States Attorney

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division



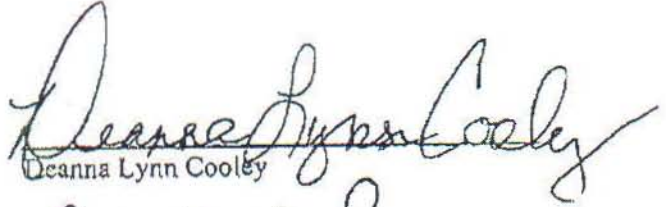
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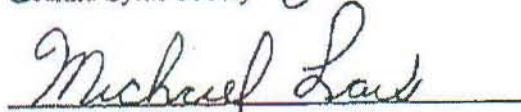


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FOR DEFENDANTS COOLEY AND LAW:

Dated 12-5-11, 2011


Deanna Lynn Cooley


Michael Law

Attachment A

**ACKNOWLEDGMENT OF TRAINING BY
DEANNA LYNN COOLEY AND MICHAEL LAW**

On _____, 20__, I completed an in-person training on the requirements of the federal Fair Housing Act, 42 U.S.C. §§ 3601-19, in compliance with the Consent Order entered by the United States District Court for the Southern District of Mississippi in *United States v. Penny Pincher, Inc., et al.*, Case No. 1:10cv578LG-RHW (S.D. Miss.).

I understand my legal obligation to not refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. I also understand my legal obligation not to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin.

(Signature)

(Print name)

(Date)

Attachment B

RELEASE

In consideration for the parties' agreement to the terms of the Consent Decree entered in *United States v. Penny Pincher, Inc.*, et al., Case No. 1:10cv578LG-RHW (S.D. Miss.), and payment to me of \$_____ by Defendants Cooley and Law, pursuant to the Consent Decree, I hereby agree, effective upon receipt of payment, to release and discharge any and all claims that I may or might have had by reason of the incidents or activities as alleged in the Complaint except for and subject to the terms and conditions set forth in the Consent Decree entered by the District Court,

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 am legally competent and authorized to execute this agreement on behalf of the party whose name is subscribed at the signatories' line.

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 me and Defendants Deanna Lynn Cooley and Michael Law, without exception or exclusion.

Signature

Printed Name

On Behalf of (if relevant)

Date