

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**


UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 3:11CV200-HEH
	)	
WARNER WILLIS,	)	
	)	
Defendant.	)	

**FINAL ORDER**

THIS MATTER is before the Court on Motion for Entry of Consent Decree (Dk. No. 6), filed by the United States of America on June 16, 2011. It appearing that all matters of controversy have been fully resolved and compromised, it is HEREBY ORDERED that the United States' Motion is GRANTED. In accordance with the Consent Decree filed in this case, it is HEREBY ORDERED that the action is DISMISSED WITH PREJUDICE, each party bearing its own attorney's fees and costs. This Court will retain jurisdiction to enforce the terms of the Consent Decree.

The Clerk is directed to send a copy of this Order to all counsel of record.

It is so ORDERED.


/s/  


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 Henry E. Hudson  
 United States District Judge

Date: June 27, 2011  
Richmond, VA

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

WARNER WILLIS,

Defendant.

CIVIL ACTION NO. 3:11-cv-200-HEH

**CONSENT DECREE**

**I. Introduction**

1. The United States initiated this action on March 30, 2011, on behalf of Complainant Housing Opportunities Made Equal of Virginia, Inc. ("HOME"), pursuant to the Fair Housing Act ("FHA"), 42 U.S.C § 3612(o).

2. The United States, in its Complaint, alleges that through statements posted on richmond.craigslist.org and made in emails, Warner Willis violated the FHA:

a. by discriminating in the terms, conditions, or privileges of the rental of a dwelling because of sex, in violation of 42 U.S.C. § 3604(b); and

b. by making, printing, or publishing, or causing to be made, printed, or published a notice, statement, or advertisement with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on race, color, sex, or national origin, or an intention to make such a preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

3. The statements, all made with respect to the rental of a dwelling, included the following (typos in the postings and emails are reproduced as they originally appeared):

a. "Want young woman 19 to 45 who needs a nice place and doesn't mind helping 'around the house' and being a good friend, however intimate you want (or not). . . . Rent down to zero or up to half, depends on what you say and need."

b. "WANTED FEMALE ROOMMATE reasonable adjustment made in cost depending upon that special person. I am picky. . . . Privacy or togetherness I am open. . . . I will need to know all about you. I prefer slender attractive, young and smart. Someone that I can share a fire and a glass of wine with in the evning."

c. "Lonely & going through a divorce. Will share high end 2BR 2 BATH Apt. with the right person from FREE up to \$300./month according to our mutual interests and compatability. If you are in your 30's and down to 18 you qualify. I prefer slender and beautiful & white or oriental. Being loving is a GREAT PLUS. Tell me about you[.]"

d. "I would enjoy a total relationship with the right person and share my bedroom. That changes the picture. However, I have a room for rent. That is not a requirement but an incentive for both. I would not expect a commitment of that nature until we at least met. I think the next step would be for me to ask you, should you be so inclined what might my expectations be? ROOMMATE OR MATE?? That answer and that opportunity is strictly up to you. We are both adults and can consent or not."

e. “Being as tactful as possible, the relationship that we might understand would certainly affect what rent I might expect. Were we very close I could not charge any rent.”

f. “As with any relationship in today’s world the degree of intimacy dictates a lot of things. I could just ‘use you’ but have no intention of doing so. I could not take rent money if we had a full relationship. Unless we were close, I certainly could.”

4. The United States alleges that as a result of Defendant’s discriminatory conduct, the mission of HOME has been frustrated. It has expended funds, and its staff has spent time on this matter and diverted resources that could have been spent working in other areas.

5. Defendant represents that he has no intention of ever 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.

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

**Wherefore, it is ORDERED, ADJUDGED and DECREED:**

## **II. Injunctive Relief**

7. Defendant Willis is enjoined from discriminating in the terms, conditions, or privileges of the rental of a dwelling because of sex in violation of 42 U.S.C. § 3604(b).

8. Defendant Willis is 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 that indicates any preference, limitation, or discrimination based on race, color, sex, or national origin, or an intention to make such a preference, limitation, or discrimination in violation of 42 U.S.C. § 3604(c).

9. Thirty days prior to 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, Defendant shall notify the United States, in writing, of his intention to make, print, or publish such notice, statement, or advertisement. The notification shall include a copy of the notice, statement, or advertisement, and the notification shall state where the notice, statement, or advertisement will be made, printed, or published.

10. Prior to 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, Defendant will attend an educational program that will offer instruction regarding his obligations under this Decree 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, and approved in advance by the United States. In the event that Defendant receives such training, he will certify that he participated in the educational training program, and that he understands and acknowledges his 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.

11. Any such notice, statement, or advertisement that Defendant makes, prints, or publishes shall state that Defendant is an equal opportunity housing provider who does not discriminate on the basis of race, color, religion, sex, disability, familial status, or national origin.

12. Defendant shall notify counsel for the United States, in writing, within 15 days of receipt of any housing discrimination complaint. Such notification shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information (including mailing addresses and daytime and evening telephone numbers) for the complaining party. Within 15 days of the resolution of any such complaint, Defendant shall notify counsel for the United States, in writing, of the details of the resolution.

### **III. Monetary Damages for Aggrieved Persons**

13. Before July 15, 2011, Defendant Willis shall send to counsel for the United States, via overnight delivery, a check made payable to "Housing Opportunities Made Equal of Virginia, Inc." in the amount of \$250.<sup>1</sup>

14. Before August 15, 2011, Defendant Willis shall send to counsel for the United States, via overnight delivery, a second check made payable to "Housing Opportunities Made Equal of Virginia, Inc." in the amount of \$250.

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<sup>1</sup>All 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 175-79-454, 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

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

15. Counsel for the United States will not deliver the first check to the complainant before receiving a signed release in the form of Attachment B from the complainant. Counsel shall deliver the original signed release to Defendant upon receiving the second check.

#### **IV. Scope and Duration of Consent Decree**

16. The provisions of this Decree shall apply to Defendant and his agents, employees, and all persons in active concert with him.

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

18. Upon entry of this Decree, the action shall be dismissed with prejudice. However, the Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Decree throughout its term.

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


20. 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 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.

21. 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.

**V. Costs of Litigation**

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

IT IS SO ORDERED, this 27 day of June, 2011

 /s/  
HENRY E. HUDSON  
UNITED STATES DISTRICT JUDGE

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

FOR THE UNITED STATES:

Dated June 15, 2011

NEIL H. MACBRIDE  
United States Attorney

THOMAS E. PEREZ  
Assistant Attorney General  
Civil Rights Division



ROBERT P. MCINTOSH  
Assistant United States Attorney  
Virginia State Bar No. 66113  
1800 Main Street Centre  
600 East Main Street  
Richmond, Virginia 23219  
Phone: (804) 819-5400  
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Email: Robert.McIntosh@usdoj.gov

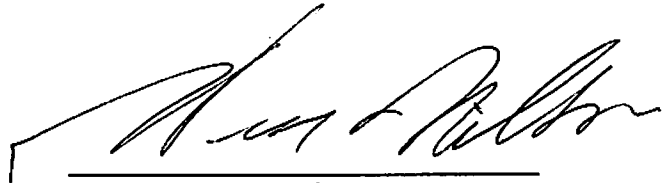


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FOR DEFENDANT WARNER WILLIS:

Dated JUNE 10, 2011

A handwritten signature in black ink, appearing to read "Warner Willis", written over a horizontal line.

WARNER WILLIS  
8404 Glendale Dr.  
Richmond, VA 23229-6412  
Phone: (804) 397-7912  
Email: wlwdiv@verizon.net

**Attachment A**

**ACKNOWLEDGMENT OF TRAINING BY  
WARNER WILLIS**

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 Eastern District of Virginia in *United States v. Warner Willis*, Case No. 3:11-cv-00200-HEH (E.D. Va.).

I understand my legal obligation to not discriminate in the terms, conditions, or privileges of the rental of a dwelling 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, or an intention to make such a preference, limitation, or discrimination.

\_\_\_\_\_  
(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. Warner Willis*, Case No. 3:11-cv-00200-HEH (E.D. Va.), as approved by the United States District Court for the Eastern District of Virginia, and payment to Housing Opportunities Made Equal of Virginia, Inc. ("HOME") of \$\_\_\_\_\_ by Defendant Warner Willis, HOME agrees, effective upon receipt of payment, to release and discharge any and all claims that HOME 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 on behalf of HOME, HOME is waiving any right to pursue its 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 HOME.

This Release constitutes the entire agreement between HOME and Defendant Warner Willis, without exception or exclusion.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date