

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	Civil Action No. 12-255 (Johnstown)
v.)	
)	Judge Kim R. Gibson
ALTOONA HOUSING AUTHORITY,)	
)	Electronically Filed
Defendant.)	

CONSENT ORDER

This Consent Order resolves the allegations of the United States' Complaint that the **Altoona Housing Authority (the "Housing Authority") violated the Fair Housing Act, 42 U.S.C. §§ 3601-3619.** This case was brought pursuant to 42 U.S.C. § 3612(o) on behalf of Freda Neely.

I. BACKGROUND

1. The Housing Authority is a state-aided public housing authority located in Altoona, Pennsylvania. In addition to receiving state financial aid, the Housing Authority receives federal funding from the United States Department of Housing and Urban Development ("HUD"). At all times relevant to this action, the Housing Authority owned and operated the Fairview Hills Complex, a state-funded public housing site located in Altoona.

2. Freda Neely, who is black, was a resident of Fairview Hills from June 2005 through June 2011.

3. On August 28, 2009, the Housing Authority issued a notice of intent to evict Ms. Neely based upon its "One Strike" policy, and did not offer Ms. Neely an opportunity for a grievance hearing that would otherwise have been required by HUD regulations. On October 20,

2009, the Housing Authority filed a complaint in Magisterial Court to take possession of Ms. Neely's home.

4. On December 10, 2009, the Housing Authority's Section 8 coordinator sent Ms. Neely a letter notifying her that her application for a housing choice voucher had been withdrawn from the waiting list because she was under eviction at Fairview Hills.

5. On March 3, 2010, a Magisterial District Judge granted possession of Ms. Neely's home, along with judgment costs, to the Housing Authority. Ms. Neely appealed the order; however, prior to the hearing on the appeal, the parties entered into a Consent Order to resolve the appeal of Ms. Neely's pending eviction.

6. The Consent Order does not contain admissions by either party and the Court did not make findings on the underlying eviction claim. Moreover, the suit did not involve claims or counterclaims related to civil rights or, more specifically, the Fair Housing Act.

7. The Housing Authority has declined to apply its "One Strike" policy in numerous instances involving white tenants with lease violations that were as serious, or more serious, than the lease violation allegedly committed by Ms. Neely.

8. Ms. Neely filed a timely complaint of discrimination against the Housing Authority with HUD pursuant to the Fair Housing Act alleging that the Housing Authority discriminated against her on the basis of race.

9. After an investigation, on September 27, 2012, the Secretary of HUD issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3604, charging the Housing Authority with engaging in discriminatory practices in violation of the Fair Housing Act.

10. The Housing Authority timely elected to proceed in federal court and HUD referred the matter to the Department of Justice for filing pursuant to 42 U.S.C. § 3612(o). The United States timely filed this action on December 14, 2012.

11. The United States and the Housing Authority agree that the Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 42 U.S.C. § 3610(o).

12. The parties agree that, to avoid costly and protracted litigation, the claims against the Housing Authority should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the United States and the Housing Authority agree to the entry of this Consent Order. This Consent Order constitutes full resolution of the claims in the United States' Complaint that the Housing Authority discriminated against Freda Neely.

It is hereby ORDERED, ADJUDGED and DECREED:

II. COMPLIANCE WITH THE FAIR HOUSING ACT

13. The purpose of this Order is to ensure that the Housing Authority is in compliance with the Fair Housing Act. As such, the Housing Authority will comply with the Fair Housing Act as well as the provisions of this Order.

III. NONDISCRIMINATION AND COMPLAINT POLICIES

14. Within fifteen (15) days of the date of entry of this Consent Order and throughout its terms, the Housing Authority shall post and prominently display within the Housing Authority's leasing offices, and within the offices of all the Housing Authority management officials, a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all

dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

15. Throughout the term of this Consent Order, the Housing Authority shall ensure that any new advertising in newspapers, in telephone directories, on radio, on television, on the internet, or in other media; any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

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.

16. Throughout the term of this Consent Order, the Housing Authority shall include a copy of a written notice, attached as Appendix B, which describes the Housing Authority's policy of nondiscrimination ("Nondiscrimination Policy") in all rental application packets.

17. The Housing Authority shall establish and adopt a written complaint policy ("Complaint Policy"). The Complaint Policy shall inform all applicants and tenants of the Altoona Housing Authority properties how and where to file a complaint about the practices of the Housing Authority, its employees, and its agents that relates to the Nondiscrimination Policy and or to other rights afforded by the Fair Housing Act. A copy of the Nondiscrimination Policy shall be attached as an appendix to the Complaint Policy. The Complaint Policy shall also inform applicants and tenants of Altoona Housing Authority properties of their right to file a fair housing complaint with HUD. Within thirty (30) days of the date of entry of this Consent Order, the Housing Authority shall provide a draft copy of the Complaint Policy to counsel for the United States for approval. The United States shall respond to the Housing Authority's proposed Complaint Policy within thirty (30) days of its receipt. If the United States objects to any part of the Housing Authority's proposal, the parties shall have thirty (30) days to resolve their

disagreement. If they are unable to do so, the parties shall submit the dispute to the Court for resolution. The Housing Authority shall implement the Complaint Policy within ten (10) days of approval by the United States or determination by the Court.

18. Within forty-five (45) days of the date of implementation of the Complaint Policy, the Housing Authority shall provide a copy of the Complaint Policy to each current resident of Altoona Housing Authority. For the duration of this Consent Order, the Housing Authority shall provide a copy of the Complaint Policy to each new Altoona Housing Authority resident within ten (10) days of the beginning of their residency.

19. Within fifteen (15) days of the date of entry of this Consent Order, the Housing Authority shall provide a copy of the Consent Order and the Nondiscrimination Policy to all Altoona Housing Authority employees and agents whose duties, in whole or in part, involve showing, renting, managing, or marketing of the Housing Authority's public housing units ("Covered Employees"). Within fifteen (15) days of the implementation of the Housing Authority's Complaint Policy, the Housing Authority shall provide a copy to all Covered Employees. The Housing Authority shall secure signed statements conforming to Appendix C from each Covered Employee acknowledging that he or she has received, read, and understands the Consent Order, the Nondiscrimination Policy, the Complaint Policy and has had his or her questions about these documents answered. Copies of the signed statements shall be provided to the United States in accordance with the provisions of Paragraph 22.

IV. TRAINING

20. Within ninety (90) days of the date of entry of this Consent Order and every two (2) years thereafter, the Housing Authority shall provide training focused on the prohibition of race discrimination under the Fair Housing Act to all Covered Employees. The training shall be

conducted by a qualified third-party, approved by the United States and unconnected to the Housing Authority, or its employees, agents, or counsel. Any expenses associated with this training shall be borne by the Housing Authority. Those who attend the training shall be required to sign a certification of completion conforming to Appendix D. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 22.

21. During the term of this Consent Order, each new Covered Employee shall be given a copy of this Consent Order, the Nondiscrimination Policy, and the Complaint Policy. Each such new Covered Employee shall sign statements conforming to Appendix C.

V. REPORTING AND RECORD KEEPING REQUIREMENTS

22. Within ninety (90) days of the date of entry of this Consent Order, and every six (6) months thereafter for the duration of this Consent Order, Defendant shall submit a compliance report to counsel for the United States. The compliance report shall include: (a) the signed statements and certifications of each Covered Employee referred to in Paragraph/s 19 and 21 obtained since the entry of Consent Order or submission of the prior compliance report; (b) copies of any advertising for the Housing Authority in newspaper, telephone directories, radio, television, internet, or in any other media; and copies of signs, pamphlets, brochures, or other promotional literature concerning the Housing Authority published since the submission of the prior report; and (c) photographs showing the nondiscrimination signage described in Paragraph 14 posted and prominently displayed in the Housing Authority's leasing offices, and within the offices of all Housing Authority management officials.

23. During the term of this Consent Order, the Housing Authority shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral

complaint against the Housing Authority and or any of the Housing Authority's agents or employees regarding race discrimination. If the complaint is written, the Housing Authority shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. The Housing Authority shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of any such complaint.

24. For the duration of this Consent Order, the Housing Authority shall preserve all records related to this Consent Order and/or to the Housing Authority. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, tenant files, and Housing Authority policies and procedures. Upon reasonable notice to the Housing Authority, representatives for the United States shall be permitted to inspect and copy any records related to this Consent Order and to the Housing Authority and/or inspect any building, office, or public housing unit within the Altoona Housing Authority at any and all reasonable times so as to determine compliance with the Consent Order, provided, however, that the United States shall endeavor to minimize any inconvenience to the Housing Authority.

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

VI. DAMAGES FOR AGGRIEVED PERSONS

26. Within fifteen (15) days of the date of entry of this Order, the Housing Authority shall pay Ms. Neely thirty-five thousand dollars (\$35,000.00) in monetary damages. The

Housing Authority shall pay said money by sending to the United States a check for thirty-five thousand dollars (\$35,000.00) payable to Ms. Freda Neely.

27. The Housing Authority will select Ms. Neely for a housing choice voucher within seven (7) days of receipt of Ms. Neely's completed application.

28. The Housing Authority agrees that Ms. Neely is not required to enter into a one-year term lease with her landlord and, instead, may rent on a month-to-month basis. The Housing Authority agrees to waive any requirement that Ms. Neely apply her housing choice voucher to rent for a unit within its jurisdiction for the first twelve (12)-month period and any other requirement that would prohibit Ms. Neely from using her housing choice voucher outside the Housing Authority's jurisdiction at any time.

29. The Housing Authority agrees that Ms. Neely has no less than one hundred twenty (120) days to apply the housing choice voucher once she receives it.

30. Upon receipt of the check and Ms. Neely's receipt of a housing choice voucher that meets the requirements of the preceding paragraph, the United States shall send the Housing Authority an executed release in the form of Appendix A of all claims, legal or equitable, that Ms. Freda Neely might have against the Housing Authority relating to the claims asserted in this lawsuit.

31. The provisions of this Consent Order shall apply to the Housing Authority, its employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with it.

**VII. MODIFICATIONS, ATTORNEY'S FEES AND COSTS,
REMEDIES FOR NON-COMPLIANCE, AND EXECUTION**

32. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the parties. The other provisions of this Consent Order may

be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective thirty (30) days from the date of the filing of written agreement with the Court, and shall remain in effect for the duration of the Consent Order or until such time as the Court indicates through a written order that it has not approved the modification.

33. The parties to this Consent Order shall be responsible for their own attorney fees and court costs, except as provided for in Paragraph 32 below.

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

35. This Consent Order may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by facsimile or email in .pdf shall be deemed original signatures.

VIII. RETENTION OF JURISDICTION

36. The Consent Order shall be in effect for a period of three (3) years from its date of entry. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms after which time this case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interest of justice.

IT IS SO ORDERED.


This 24th day of JUNE, 2013.



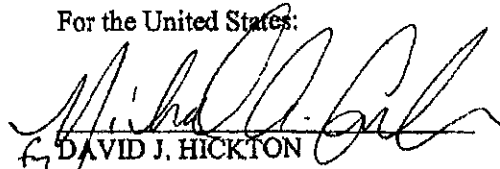
UNITED STATES DISTRICT JUDGE

Approved as to form and substance:

For Altoona Housing Authority:


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APPENDIX A
RELEASE OF ALL CLAIMS

In exchange for the parties' agreement to the terms of the Consent Order entered by the Court in United States v. Altoona Housing Authority, Civil Action No. 12-255 (Johnstown), the Altoona Housing Authority's payment to me of \$35,000, and my receipt of a housing choice voucher, pursuant to the Consent Order, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to this litigation, and any other claims arising from the discrimination alleged in the litigation up to and including the date of execution of this release, that I may have against Defendant Altoona Housing Authority, and any and all past and present directors, officers, agents, managers, supervisors and employees of Altoona Housing Authority, and their heirs, executors, administrators, successors and assigns.

Executed this ___ day of _____, 2013.

APPENDIX B
NONDISCRIMINATION POLICY

It is the policy of Altoona Housing Authority to comply with Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) by ensuring that dwelling units are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. The policy means, among other things, that Altoona Housing Authority and all agents and employees of Altoona Housing Authority with the responsibility for renting, managing, or administering any dwelling units must not discriminate on the basis of race in any aspect of the rental dwellings to qualified applicants or tenants. Such agents and employees must refrain from:

- A. Discriminating against a person in the terms, conditions, or privileges of the rental of a dwelling or in the provisions of services or facilities in connections with such dwelling, because of the race of that person, a person residing or intending to reside in the dwelling after it is rented, or any person associated with that person; and
- B. Coercing, intimidating, threatening, or interfering with that person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise or enjoyment of a right granted or protected by section 804 of the Fair Housing Act.

Any agent or employee who fails to comply with this Nondiscrimination Policy shall be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in the unequal service, treatment, or behavior to tenants on the basis of race may constitute a violation of state and federal fair housing laws. Any tenant who believes that any of the above policies have been violated by Altoona Housing Authority or any of its agents or employees, may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, the U.S. Department of Justice at 1-800-896-7743, or the United States Attorney's Office for the Western District of Pennsylvania at 412-644-3500.

APPENDIX C
EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20___, I was provided a copy of the Consent Order entered by the Court in United States v. Altoona Housing Authority, Civil Action No. 12-255 (Johnstown), and provided with a copy of Altoona Housing Authority's Nondiscrimination Policy. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

(PRINT NAME)

(SIGNATURE)

(JOB TITLE)

APPENDIX D

EMPLOYEE TRAINING CERTIFICATION

I certify that on _____, 20__, I received training with respect to my responsibilities under the Consent Order entered by the Court in United States v. Altoona Housing Authority, Civil Action No. 12-255 (Johnstown), and the Federal Fair Housing Act. I have had the opportunity to have my questions about them answered. I understand my legal responsibilities not to discriminate under the federal fair housing laws, including the Fair Housing Act, and shall comply with those responsibilities.

(PRINT NAME)

(SIGNATURE)

(JOB TITLE)