

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

FAIR HOUSING CENTER OF	)	
CENTRAL INDIANA; TONYA	)	
BROWN; and, WANDA	)	No. 1:16-cv-00785-TWP-DML
SYKES,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
HOUSING AUTHORITY OF	)	
THE CITY OF ANDERSON,	)	
	)	
Defendant.	)	

**CONSENT DECREE AND ORDER OF DISMISSAL**

Plaintiffs, the Fair Housing Center of Central Indiana, Inc., Tonya Brown, and Wanda Sykes (“Plaintiffs”), sued Defendant, the Housing Authority of the City of Anderson (“the Anderson Housing Authority”), for discrimination on the basis of race, sex, and disability in violation of the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.*, and other laws. The Anderson Housing Authority denied all material allegations in the complaint, except for subject matter jurisdiction.

The parties have agreed that in order to avoid protracted and costly litigation, this controversy should be resolved without a trial and therefore have consented to entry of this Decree. By entering into this Decree, the Anderson Housing Authority makes no admission of liability or wrongdoing in connection with the allegations and claims made by Plaintiffs.

It is hereby ORDERED, ADJUDGED, and DECREED:

**I. Monetary Payments**

1. The Anderson Housing Authority shall make a monetary payment in the amount of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) in the form of a check made payable to “Attorney-Client Trust Account – Brancart & Brancart” in full settlement of Plaintiffs’ claims, including their claims for attorneys’ fees and costs. This check shall be delivered to Brancart & Brancart, 8205 Pescadero Road, Loma Mar, CA 94021, within 14 days after the entry of this Decree and the Effective Date of the Mutual Release Agreement (which is attached hereto as *Exhibit 1* and incorporated herein by reference).

2. Each party has executed the Mutual Release Agreement attached here to as *Exhibit 1* and incorporated by reference herein.

The Mutual Release Agreement will not become effective and enforceable unless and until the Court approves and enters this Decree, including the provision dismissing this action with prejudice and in its entirety, subject to the terms of the Decree and the Mutual Release Agreement and reserving jurisdiction for enforcement purposes only.

## **II. Equitable Terms**

3. The Housing Authority shall comply with the following equitable terms:

a. Within 28 days of the entry of this Decree, the Anderson Housing Authority shall adopt a Reasonable Accommodation and Modification Policy substantially similar to the policy attached as *Exhibit 2*. Within 90 days of entry of the Decree, the Anderson Housing Authority shall implement its Reasonable Accommodation and Modifications Policy by training each of its employees and Board members on the terms of that policy and providing written notice of the policy as described below.

b. Within 28 days of the entry of this Decree, Anderson Housing Authority shall adopt an Anti-Harassment Policy substantially similar to the policy attached as *Exhibit 3*. Within 90

days of entry of the Decree, Anderson Housing Authority shall implement its Anti-Harassment Policy by training each of its employees and Board members on the terms of that policy and providing written notice of the policy as described below.

c. Within 28 days of the entry of this Decree, Anderson Housing Authority shall adopt a Non-Discrimination in Maintenance Policy substantially similar to the policy attached as *Exhibit 4*. Within 90 days of entry of the Decree, Anderson Housing Authority shall implement its Non-Discrimination in Maintenance Policy by training each of its employees and Board members on the terms of that policy and providing written notice of the policy as described below.

d. Within 28 days of the entry of this Decree, Anderson Housing Authority shall adopt a Pre-Occupancy Inspection Policy substantially similar to the policy attached as *Exhibit 5*. Within 90 days of entry of the Decree, Anderson Housing Authority shall implement its Inspection Policy by training each of its employees and Board members on the terms of that policy and providing written notice of the policy as described below.

e. Within 28 days of the entry of this Decree, Anderson Housing Authority shall inspect the exterior doors to Westvale Manor, the interior entrance doors to individual Westvale Manor units, and the exterior and interior common area light fixtures at Westvale Manor, and shall repair or replace any broken or inoperable locks on those doors or any broken or inoperable common area light fixtures.

f. Within 90 days of the entry of this Decree, each employee and Board members of the Anderson Housing Authority shall complete an in-person fair housing training of no less than 3 hours conducted by Barnes & Thornburg LLP. Moreover, Anderson Housing Authority shall repeat this fair housing training in January or February 2018 and 2019 and require any employee or Board member who did not already receive this training in 2017 to attend this subsequent training. If, for any reason, Barnes & Thornburg LLP cannot serve as Anderson Housing Authority's fair housing trainer during the term of this Decree, the Anderson Housing Authority shall select a replacement qualified trainer approved by the Fair Housing Center of Central Indiana. Such approval may not be unreasonably withheld, conditioned or delayed. Any expenses

associated with this training shall be borne by the Anderson Housing Authority. The Anderson Housing Authority shall obtain from the trainer certifications of attendance substantially similar to the certification attached as *Exhibit 6*, executed by each individual who received training, confirming their attendance. This confirmation shall include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. At a minimum, the training required shall consist of instruction on the requirements of all applicable federal and state non-discrimination laws, including the Fair Housing Act, with an emphasis on reasonable accommodations and sexual harassment, and a question and answer session for the purpose of reviewing the foregoing areas. Moreover, the Anderson Housing Authority shall provide each of its employees with a copy of its Reasonable Accommodation and Modification Policy, Anti-Harassment Policy, Non-Discriminatory Maintenance Policy, Pre-Occupation Policy, and Ombudsman Policy during this training program, allow them time to read each policy, and apprise those employees of their obligations under these policies during the training. Within 28 days prior to

each of the above fair housing trainings, Anderson Housing Authority will provide the Fair Housing Center of Central Indiana a copy of the training materials it proposes to use for this training. The Fair Housing Center of Central Indiana will have 14 days to propose edits to those training materials. If Fair Housing Center of Central Indiana proposes edits, the Anderson Housing Authority has the right to approve such edits, but such approval may not be unreasonably withheld, conditioned or delayed.

g. During the term of the Decree, new employees and Board members shall be provided copies of the Reasonable Accommodation and Modification Policy, Anti-Harassment Policy, Non-Discriminatory Maintenance Policy, Pre-Occupation Policy, and Ombudsman Policy and shall execute the statement contained in *Exhibit 7*, no later than 28 days following their first day of employment or Board tenure.

h. Within 28 days of the entry of this Decree, the Anderson Housing Authority shall post a copy of the HUD fair housing poster (HUD Form 928.1) in a conspicuous location at its office located at 528 W 11th St, Anderson, Indiana 46016 and in a

common area of each multi-family dwelling owned or operated by the Anderson Housing Authority.

i. Within 90 days of the entry of this Decree, Anderson Housing Authority shall notify each of its public housing residents of the adoption and implementation of the above Reasonable Accommodation and Modification Policy, Anti-Harassment Policy, Non-Discriminatory Maintenance Policy, Pre-Occupation Policy, and Ombudsman Policy by sending them the letter attached as *Exhibit 8* via regular mail; will begin including these policies in its welcome packet provided to public housing residents; and will post these policies on its website. Within 90 days of the entry of this Decree, Anderson Housing Authority shall also notify each of its voucher holders and housing program participants of the adoption and implementation of the above Reasonable Accommodation and Modification Policy, Anti-Harassment Policy and Ombudsman Policy by sending them the letter attached as *Exhibit 9* via regular mail and by posting these policies, and it will begin including these policies in its welcome packet provided to voucher holders and program participants. The Anderson Housing Authority shall send each public housing resident, voucher holder and program



participant a copy of the HUD pamphlet entitled “Are you the victim of housing discrimination?” by enclosing that pamphlet with the letters attached at *Exhibit 8 and 9*, and posting them to its website.

j. Within 28 days of the entry of this Decree, Anderson Housing Authority shall adopt an Ombudsman Policy substantially similar to the policy attached as *Exhibit 10*. Within 90 days of entry of the Decree, Anderson Housing Authority shall implement its Ombudsman Policy by entering into a memorandum of understanding with the City of Anderson to provide for the City’s Human Relations Director to serve as Anderson Housing Authority’s Ombudsman throughout the term of the Decree, by training each of its employees and Board members on the terms of that policy (as described above), and by providing written notice of the policy as described above. During the term of the Decree, the Fair Housing Center of Central Indiana will notify individuals who make complaints about the Anderson Housing Authority of this Ombudsman Policy as one of the options available for resolving the dispute. Subject to the Anderson Housing Authority and the City of Anderson entering into the necessary memorandum of understanding, the City of Anderson’s Human Relations Director,

who is currently Tamie Dixon-Tatum, shall serve as Anderson Housing Authority's Ombudsman throughout the term of the Decree. If the City of Anderson's Director of Human Relations cannot serve as the Ombudsman during the term of the Decree, Anderson Housing Authority shall select another Ombudsman. The Fair Housing Center of Central Indiana shall have the right to review and approve the selection of new Ombudsman in the event the City of Anderson's Director of Human Relations cannot serve in that role. Such approval may not be unreasonably withheld, conditioned or delayed.

4. The Anderson Housing Authority may alter, amend, or modify the above-referenced Reasonable Accommodation and Modification Policy, Anti-Harassment Policy, Non-Discriminatory Maintenance Policy, Pre-Occupation Policy, and Ombudsman Policy or the distribution of those policies with the written approval of Fair Housing Center of Central Indiana during the term of the Decree. Such approval may not be unreasonably withheld, conditioned or delayed. The Anderson Housing Authority may alter, amend, or modify these policies or the distribution of those policies at any time for any reason, in its sole discretion, with or without advance

notice, following the termination of this Decree, as provided by Section IV of the Decree.

5. The parties acknowledge that nothing in this Decree limits or alters Anderson Housing Authority's rights, obligations, process, or procedures under the law to close, convert, maintain or operate Westvale Manor or its other properties or programs, to comply with applicable HUD and other legal regulations and requirements, and to offer housing choice vouchers to residents.

6. The parties acknowledge that nothing in this Decree limits or alters Fair Housing Center of Central Indiana's rights, obligations, process, or procedures under the law to comply with applicable HUD and other legal regulations and requirements.

7. Each party enters into this consent decree in good faith and with the understanding and expectation that its terms and provisions will be fully executed and satisfied. If Anderson Housing Authority determines, however, that unforeseen circumstances render a specific term or provision of this Decree to be infeasible, then Anderson Housing Authority may petition the district court for an order to modify that term or provision. Before filing such a

petition, Anderson Housing Authority will notify and confer with the Fair Housing Center of Central Indiana pursuant to the procedure set forth in paragraph 8 below in an effort to avoid the need for a petition for modification. If Anderson Housing Authority and Fair Housing Center of Central Indiana are unable to resolve the matter, then Anderson Housing Authority will petition the district court and provide notice to Fair Housing Center of Central Indiana in accordance with S.D. Ind. L.R. 7-1

### **III. Disputes**

8. The parties shall attempt in good faith to resolve any disputes that may arise over either parties' compliance with the terms of this Decree by adhering to the following procedures:

a. In the event a party believes there may exist an incident of noncompliance with this Decree, that party shall provide the other party's counsel of record with a written summary of the known facts and circumstances relating to such incident. This notice shall be delivered within 28 days after a party receives notice of the alleged noncompliance via email and regular mail.

b. Within 15 days from receipt of such a non-compliance notice, the party receiving the notice shall respond in

writing to the other party's counsel with a position regarding the alleged non-compliance and possible resolution. This response shall be delivered via email and regular mail.

c. If the responding party's proposed resolution is not accepted, the parties through counsel shall meet and confer in good faith in person or via telephone to try to resolve the dispute amicably.

d. Only after the above good faith attempts have been exhausted may the interested party seek Court assistance in resolving such disputes.

e. All correspondence made between counsel pursuant to this Dispute Resolution Procedure shall be regarded as the product of compromise negotiations and inadmissible to the extent provided by the Federal Rules of Evidence.

9. During the term of this Decree, the Fair Housing Center of Central Indiana will not file a complaint against Anderson Housing Authority with any agency or in any court unless it has exhausted the provisions of this dispute resolution process. The parties acknowledge that the Fair Housing Center of Central Indiana is required to advise members of the public about their fair

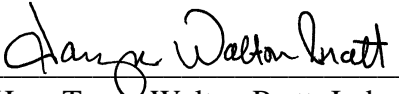
housing rights, including their options for the enforcement of those rights. During the term of this Decree, if a member of the public complains to the Fair Housing Center of Central Indiana about the operation of the Anderson Housing Authority, then the Fair Housing Center of Central Indiana will include the dispute resolution mechanisms in this Decree among other options for enforcement of a person's fair housing rights.

10. Any deadline in this Decree may be extended by written agreement of the parties without the need for Court intervention.

#### **IV. Dismissal and Retention of Jurisdiction for Enforcement**

11. The Court hereby dismisses this action with prejudice and in its entirety, subject to the terms of this Decree and the Mutual Release Agreement entered into by the parties. However, for three years, the Court shall retain jurisdiction over this case for purposes of enforcing the terms of this Decree, upon motion by any party to reopen this case. The Decree will end at the end of three-year period without the need for any further action by the Court or the parties. The action is dismissed with prejudice and this matter is now closed.

Date: 9/26/2017

  
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Hon. Tanya Walton Pratt, Judge  
United States District Court  
Southern District of Indiana

Distribution to all counsel of record via CM/ECF.