

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,)
)
 Plaintiff,) CIVIL ACTION NO. 06-1124
)
 v.)
) CONSENT DECREE
 DANIEL WAISBORD, HELENE WAISBORD)
 and AVA WAISBORD,)
)
 Defendants.)
 _____)

I. INTRODUCTION

The United States of America filed the Complaint on behalf of Karla Baker (“Complainant”) pursuant to subsection 812(o) of the Fair Housing Act (“the Act”), 42 U.S.C. § 3612(o).

The Complaint alleges that Defendants Daniel Waisbord, Helene Waisbord, and Ava Waisbord discriminated against the Complainant, an African-American woman, on the basis of race or color when they refused to rent her the attached single family rental property located at 6331 Gillespie Street in Philadelphia, Pennsylvania (“the Gillespie Street property”), and instead directed her toward a less desirable property located at 2105-2115 Rhawn Street in Philadelphia, Pennsylvania. At all times relevant herein, Defendants Helene Waisbord and Ava Waisbord were the owners of the Gillespie Street property. At all times relevant herein, Defendant Daniel Waisbord acted as the rental agent for Helene Waisbord and Ava Waisbord and was the manager of the Gillespie Street property.

The Complaint alleges that the Defendants refused to rent or negotiate for rental or otherwise made unavailable a dwelling to the Complainant because of race or color, in violation of 42 U.S.C. § 3604(a); discriminated against the Complainant in the terms, conditions, or privileges of rental of a dwelling because of race or color, in violation of 42 U.S.C. § 3604(b); and made statements with respect to a rental of a dwelling that indicate a preference, limitation or discrimination based on the Complainant's race or color, in violation of 42 U.S.C. § 3604(c).

On or about August 26, 2004, the Complainant filed a timely Fair Housing Act complaint with the United States Department of Housing and Urban Development ("HUD"), pursuant to 42 U.S.C. § 3610(a). The Complainant filed an amended complaint on or about April 5, 2005. HUD conducted an investigation of the complaint and determined that reasonable cause existed to believe that discriminatory housing practices had occurred, and it issued a Charge of Discrimination. After the Defendants elected to proceed in federal court, HUD referred the case to the Department of Justice for filing pursuant to 42 U.S.C. § 3612(o)(1).

The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 42 U.S.C. §§ 1345, 1331, and 42 U.S.C. § 3612(o).

The parties agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures below, the parties agree to the entry of this Consent Decree. This Consent Decree constitutes full resolution of the United States' claims that the Defendants discriminated against the Complainant on the basis of race or color. The Defendants have at all times denied and continue to deny that they have discriminated against the

Complainant. Nothing in this Consent Decree should be construed as an admission of any violation of the Fair Housing Act.

It is hereby ORDERED, ADJUDGED, AND DECREED:

II. GENERAL INJUNCTION

1. For purposes of this Consent Decree, "Defendants" is defined to mean the Defendants, their officers, employees, agents, successors and assigns, and all other persons in active concert or participation with them. The Defendants are enjoined from:
 - a. refusing to rent, refusing to negotiate for the rental of, or otherwise making unavailable or denying dwellings to any person because of race or color, in violation of 42 U.S.C. § 3604(a);
 - b. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling because of race or color, in violation of 42 U.S.C. § 3604(b);
 - c. Making statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on race or color, in violation of 42 U.S.C. § 3604(c); and
 - d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act, including the Complainant, as well as anyone who participated in HUD's investigation of the administrative complaint that gave rise to this action, in violation of 42 U.S.C. § 3617.

III. DAMAGES TO AGGRIEVED PERSON

2. Within thirty (30) days of the entry of this Decree, the Defendants shall pay the Complainant forty thousand dollars (\$40,000.00) in monetary damages. The Defendants shall pay said money by sending to the United States a check for forty thousand dollars (\$40,000.00) payable to Karla Baker. Upon receipt of the check, the United States shall send to the Defendants an executed release of all claims, legal or equitable, that the Complainant might have against the Defendants relating to the claims asserted in this lawsuit (Appendix A).

IV. PUBLIC NOTICE OF NONDISCRIMINATION POLICY

3. Within ten (10) days of the entry of this Decree, and throughout the term of this Decree, Defendants shall post and prominently display in the common area of all rental properties owned or operated by them a sign no smaller than 10 inches by 14 inches indicating that all dwellings are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Next to each of these signs Defendants shall post their nondiscrimination policy, conforming to Appendix B.

4. Within ten (10) days of the entry of this Decree, and throughout the term of this Decree, Defendants shall ensure that all advertising for all rental properties owned or managed by them, in newspapers, telephone directories, radio, television, the Internet, or other media, and on signs, pamphlets, brochures and other promotional literature, include 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 shall be prominently placed and easily legible.

5. Within thirty (30) days of the entry of this Decree, Defendants shall provide to all employees of all rental properties owned or operated by them a written notice, conforming to that of Appendix B, describing Defendants' policy of nondiscrimination based on race or color. Defendants shall also provide this policy to all prospective tenants at the time of application.

V. TRAINING

6. Within ten (10) days of the entry of this Decree, the Defendants shall provide copies of this Decree and the nondiscrimination policy to all of their agents and employees whose duties, in whole or in part, involve the management or rental of all rental properties owned or operated by them and shall secure the signed statement, conforming to Appendix C, from each agent or employee acknowledging that she or he has received and read, and understands the Decree and the nondiscrimination policy, and has had her or his questions about the Decree and the nondiscrimination policy answered.

7. Within sixty (60) days of the entry of this Decree, the Defendants and all employees and agents whose duties, in whole or in part, involve the management or rental of all rental properties owned or operated by Defendants shall undergo fair housing training. The training shall focus on discrimination because of race or color and shall inform these individuals of their obligations under the Decree as well as applicable federal, state and local laws. The training shall be conducted by a qualified third party, approved by the United States and unconnected to the Defendants or their employees, agents or counsel, and any expenses associated with this training shall be borne by the Defendants. Those who attend the training shall be required to sign a certification confirming their attendance conforming to Appendix D.

8. During the term of this Decree, each new employee or agent whose duties, in whole or in part, involve the management or rental of units at rental properties owned or operated by the Defendants shall be given a copy of this Decree and the nondiscrimination policy within ten (10) days of the commencement of their employment, and shall be given an opportunity to have any questions about these documents answered by one of the Defendants or the Defendants' management officials, or the Defendants' counsel. Each such new employee or agent shall sign a statement conforming to Appendix C.

VI. TESTING

9. The United States may take steps to monitor Defendants' compliance with this Decree including, but not limited to, conducting fair housing tests at any dwelling unit in which any Defendant, now or in the future, has an indirect or direct ownership, management, or financial interest to deter and detect future acts of unlawful housing discrimination and to determine whether the Defendants are violating any part of this Decree.

VII. REPORTING AND RECORD-KEEPING REQUIREMENTS

10. Within thirty (30) days of the entry of this Decree, and thereafter on the anniversary of the entry of this Decree, the Defendants shall submit to the United States a compliance report,¹ except that the final report shall be submitted sixty (60) days prior to the anniversary of this Decree. The compliance report shall include: (a) the signed statement of each agent and employee referred to in paragraphs 6 and 8, above; (b) copies of the Defendants'

¹The compliance report and all other documents required under this Consent Decree shall be sent by overnight delivery to the following address: Chief, Housing and Civil Enforcement Section, U.S. Department of Justice, Civil Rights Division, 1800 G Street, N.W., Suite 7062, Washington, DC, 20006, Att: DJ 175-62-383.

nondiscrimination policy; and (c) copies of any advertisements, pamphlets, brochures or other promotional literature referred to in paragraph 10, above.

11. Within ten (10) days after the training required by paragraph 7, above, the Defendants shall provide to the United States: (a) the name(s), address(es) and telephone number(s) of the trainer(s); (b) copies of the training outlines and any materials distributed by the trainers; and (c) the signed certifications confirming attendance.

12. For the duration of this Decree, the Defendants shall notify counsel for the United States, in writing, within fifteen (15) days of receipt of any complaint of housing discrimination against the Defendants or any of the Defendants' agents or employees. 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 for the complaining party. Within fifteen (15) days of the resolution of any such complaint, the Defendants shall notify counsel for the United States, in writing, providing the details of the resolution.

13. For the duration of this Decree, the Defendants shall preserve all records related to this Decree and any other documents related to the management or rental of units at rental properties owned or operated by the Defendants. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, tenant files, policies and procedures, inquiry logs, and unit availability logs. Upon reasonable notice to the Defendants, representatives of the United States shall be permitted to inspect and copy any of the Defendants' records or inspect any rental properties owned or operated by the Defendants at any and all reasonable times so as to determine compliance with the Consent Decree; provided, however,

that the United States shall endeavor to minimize any inconvenience to the Defendants from such inspections.

VIII. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

14. The Court shall retain jurisdiction for three (3) years after the entry of this Decree to enforce the terms of the Decree, at which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree for good cause, including on the basis that the Defendants have failed to comply with a provision of the Decree.

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

IX. TIME FOR PERFORMANCE

16. Any time limits for performance imposed by this Consent Decree may be extended by the mutual, written agreement of the United States and the Defendants.

X. COSTS OF LITIGATION

17. Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

IT IS SO ORDERED:

This ____ day of _____, 2006.

JOHN P. FULLAM
United States District Judge

The undersigned apply for and consent to the entry of this Decree:

FOR PLAINTIFF UNITED STATES OF AMERICA:

PATRICK L. MEEHAN
United States Attorney

VIRGINIA A. GIBSON
Assistant United States Attorney
Chief, Civil Division

MARGARET L. HUTCHINSON
Assistant United States Attorney

WAN J. KIM
Assistant Attorney General
Civil Rights Division

s/Michael S. Maurer
STEVEN H. ROSENBAUM
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MICHAEL S. MAURER
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Attorney
Housing and Civil Enforcement Section
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U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Northwestern Building, 7th Floor
Washington, D.C. 20530
Phone: (202) 514-4713
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FOR DEFENDANTS DANIEL WAISBORD, HELENE WAISBORD AND AVA WAISBORD:

Lindy & Associates, P.C.

s/Jeffrey M. Lindy
JEFFREY M. LINDY, ESQ.
1800 John F. Kennedy Blvd.
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APPENDIX A

RELEASE OF CLAIMS BY KARLA BAKER

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in *United States v. Daniel Waisbord, et al*, Civil Action No. 06-cv-1124 (E.D. Pa.), and the Defendants' payment of the sum of **FORTY THOUSAND DOLLARS (\$40,000)**, I, Karla Baker, and her successors and assigns (defined as any and all heirs, executors, administrators, representatives, agents, insurers, attorneys, personal or legal representatives, privies, trustees, beneficiaries, guardians, and any other person or entity acting on her behalf), do hereby remise, release, acquit and forever discharge the Defendants named in this action, Daniel Waisbord, Helene Waisbord, and Ava Waisbord, as well as Rhawn Street Apartments, LLC, and their successors and assigns (defined as Daniel Waisbord, Helene Waisbord, Ava Waisbord, and Rhawn Street Apartments, LLC, and any and all parents, subsidiaries, affiliates and trusts, and as to each of the foregoing, their respective employees, predecessors, successors, directors, officers, members, servants, heirs, executors, administrators, representatives, agents, insurers, attorneys, personal or legal representatives, privies, trustees, beneficiaries, guardians, and any other person or entity acting on their behalf), from any and all claims, suits, causes of action, actions, rights, damages and expenses, whether known or unknown, foreseen or unforeseen, and any and all compensatory, consequential, exemplary and punitive damages of any kind, whether arising in law or equity, in contract or tort, including, but not limited to, any claim for attorney's fees or penalties, that are based upon, arise out of, are connected with, or related in any way to any and all allegations which have been or could have been asserted in this action. Karla Baker and her successors and assigns, as defined above, and including all counsel, shall maintain as confidential

the terms and conditions of this Consent Decree and release, as well as the consideration received and described in these documents. Karla Baker and her successors and assigns, as defined above, expressly understand and agree that this Consent Decree and release and the payment referenced herein are not to be construed as an admission of liability on the part of Daniel Waisbord, Helene Waisbord, and Ava Waisbord, as well as Rhawn Street Apartments, LLC, by whom liability is expressly denied. It is further expressly understood and agreed that this Consent Decree and release are made as a compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in any way growing out of or in connection with this action. I, Karla Baker, hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

KARLA BAKER

Date: _____

APPENDIX B

NONDISCRIMINATION POLICY

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

- A. Refusing to rent, refusing to negotiate for the rental of, or otherwise making unavailable or denying dwellings to any person because of race or color;
- B. Discriminating against any person in the terms, conditions, or privileges of rental of a dwelling because of race or color;
- C. Making statements with respect to the rental of a dwelling that indicate a preference, limitation, or discrimination based on race or color; and
- D. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the 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 disability 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 any owner, agent or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

APPENDIX C

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 200__, I was provided copies of the Consent Decree entered by the Court in United States v. Daniel Waisbord, et al., Civil Action No. 06-1124 (E.D. Pa.), and the nondiscrimination policy of Daniel Waisbord, Helene Waisbord, and Ava Waisbord. 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.

Signature

Print Name

Job Title

Date

APPENDIX D

EMPLOYEE TRAINING CERTIFICATION

I certify that on _____, 200____, I received training with respect to my responsibilities under the Consent Decree entered by the Court in United States v. Daniel Waisbord, et al., Civil Action No. 06-1124 (E.D. Pa.), and the federal Fair Housing Act. I was also instructed as to the rental policies and procedures, including the nondiscrimination policy, of Daniel Waisbord, Helene Waisbord, and Ava Waisbord. I have received copies of and have read the Consent Decree and the nondiscrimination policy, and I have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Date