

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
CIVIL ACTION NO. 5:16-CV-071-DCK**

**TEMESHA CALDWELL, ALYSSA)
GOSS, JESSE HUFFMAN,)
SHAVOUGHNTE HUNT, and)
LATRENDA PHILLIPS,)**

Plaintiffs,)

CONSENT DECREE

v.)

**CITY OF HICKORY PUBLIC)
HOUSING AUTHORITY, UNIFOUR)
CAPITAL VENTURES, INC., and)
MONTELE BURTON,)**

Defendants.)

I. INTRODUCTION

1. On May 3, 2016, the Plaintiffs filed an action in federal court, alleging violations of the federal Fair Housing Act (“FHA”) and state law causes of action.

2. Defendants have each denied, and continue to deny, the allegations made by the Plaintiffs against them, and further deny that any violation of the FHA has occurred and that they are liable for such alleged violations. This Consent Decree, including payment of money for the Settlement Fund, shall not be construed as an admission or stipulation by any Defendant that they engaged in the improper acts or conduct alleged by Plaintiffs, or a finding of fact by the Court, as to the veracity and validity of the allegations or claims made against them in the lawsuit filed by the Plaintiffs.

3. By way of the Joint Motion for Entry of this Consent Decree, the parties, through counsel, hereby consent to the entry of this Consent Decree.

ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

II. SCOPE OF THE CONSENT DECREE

4. The provisions of this Consent Decree shall apply to all Defendants and their officers, agents, employees, successors, and assigns.

5. This Consent Decree is effective immediately upon its entry by the Court. For purposes of this Consent Decree, the phrases “date of the Consent Decree” and “effective date” shall refer to the date on which the Court enters the Consent Decree.

III. INJUNCTION CONCERNING DEFENDANTS HHA AND UNIFOUR

6. Defendants HHA and Unifour shall rescind in writing the January 17, 2017 “Notice of Eviction” issued to Plaintiff Jesse Huffman as the alleged housing violation that led to such notice has been remedied.

7. Defendants HHA and Unifour shall deem indefinitely that Defendant Burton is “ineligible for rehire” and shall include such designation in Burton’s personnel file immediately upon the effective date of this Consent Decree.

8. Defendants HHA and Unifour shall state that Defendant Burton is “ineligible for rehire” upon any job reference or referral inquiry it may receive regarding Burton.

IV. INJUNCTION CONCERNING DEFENDANT BURTON

9. Defendant is permanently enjoined from applying for or accepting any job position with authority over tenants at any agency that receives any money from the U.S. Department of Housing and Urban Development (“HUD”).

10. Defendant is permanently enjoined from applying for or accepting any job position with Defendants HHA and Unifour.

11. Defendant is permanently enjoined from entering any property owned, managed, or operated by Defendants HHA and Unifour.

V. NONDISCRIMINATION POLICY OF DEFENDANTS HHA AND UNIFOUR

12. Within thirty (30) days of the effective date of this Consent Decree, Defendants HHA and Unifour shall, in conjunction with and after by review counsel of record Legal Aid of North Carolina, Inc., create and submit to HUD for its consideration a sexual harassment policy that protects tenants. After notice and a 30 day comment period by residents and review and consideration by the respective HHA and Unifour boards, HHA and Unifour shall adopt such policy. This policy shall inform all employees that they may not make sexual comments or sexual advances toward tenants or demand that any tenant or prospective tenant perform or otherwise engage in any sexual activities in exchange for any HHA or Unifour benefits or housing benefits. The policy shall further inform employees that any employee found to be engaging in such conduct will be disciplined, up to and including termination from employment. Any HHA or Unifour employee who demands that any client or prospective client perform sexual activities in exchange for any HHA or Unifour benefits or housing benefits shall be terminated from employment. Any employee who makes sexual comments or sexual advances to any tenant or prospective tenant of HHA or Unifour may be terminated. This policy shall also inform tenants or clients of their rights to file a grievance with HHA and file a complaint with HUD or the North Carolina Human Relations Commission (“NCHRC”). Defendants HHA and Unifour shall implement such policy no later than ten (10) days after approval by their respective boards. Defendants HHA and Unifour shall distribute a copy of this policy to all current and new tenants on an annual basis starting in

2017. Defendants HHA and Unifour shall notify all new and current employees and HHA contractors who regularly interact with tenants (including but not limited to, taking complaints, entering tenants' residences, inspecting these residences, and making repairs at tenants' residences) about the policy. For each tenant, employee, and a representative of the contractor, Defendants HHA and Unifour shall obtain a signed acknowledgment of such receipt.

VI. EDUCATION AND TRAINING FOR DEFENDANTS HHA AND UNIFOUR

13. Within sixty (60) days of the effective date of this Consent Decree, Defendants HHA and Unifour, including all of their respective officers, employees, successors and assigns, shall undergo in-person training on non-discrimination laws, including the FHA, with specific emphasis on discrimination on the basis of sex and sexual harassment. This training shall take place on an annual basis for the next five years (2017-2021). Such training shall be in a form to be approved by Legal Aid of North Carolina, Inc., and such approval shall not unreasonably be withheld. Any expenses associated with this training shall be borne by Defendants HHA and/or Unifour. Defendants HHA and Unifour shall obtain from the trainer certifications of attendance, 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. The certificates of attendance for each employee of HHA and Unifour shall be kept in the respective employee's personnel file and all other certificates of attendance shall be kept in a central file.

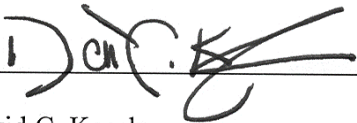
VII. MODIFICATIONS AND REMEDIES

14. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties.

15. The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event that there has been a failure of any party, whether willful or otherwise, to perform in a timely manner any act required by the Consent Decree or otherwise to act in conformance with any provision thereof, a party may move this Court to impose any remedy authorized by law or equity. Any such remedy will be narrowly tailored to impose sanctions only on the party who failed to comply this this Consent Decree.

IT IS SO ORDERED.

Signed: April 17, 2017



David C. Keesler
United States Magistrate Judge



Appendix A

TENANT OR CLIENT ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I was provided a copy of the Nondiscrimination Policy. I have read and understand this document and have had my questions about this document answered.

Signature

Print Name

Street Address

City, State and Zip Code

Telephone Number

Date

Appendix B
EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20___, I was provided a copy of the Nondiscrimination Policy. I have read and understand this document and have had my questions about this document answered. I understand my legal responsibilities and shall comply with those responsibilities.

Signature

Print Name

Job Title

Company/Employer

Street Address

City, State and Zip Code

Telephone Number

Date