

manage, and/or operate at 4919 Canal Street, New Orleans, Louisiana. This agreement is entered into among the United States and the Defendants, Betty Bouchon, the Bouchon Limited Family Partnership, and the Sapphire Corporation.

2. The United States alleges that Defendants have refused to negotiate for the rental of, or otherwise made unavailable or denied housing to persons because of race or color, in violation of 42 U.S.C. § 3604(a); discriminated against persons in the terms, conditions or privileges of rental, or in the provision of services or facilities in connection therewith, because of race or color, in violation of 42 U.S.C. § 3604(b); (c) made statements that expressed explicitly an intent to discriminate in the rental of dwellings on the basis of race or color; and (d) discriminated by representing to persons because of race or color that dwellings were not available for inspection or rent when such dwellings were in fact so available, in violation of 42 U.S.C. § 3604(d).
3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614. Venue is proper under 28 U.S.C. § 1391(b) as the claims alleged herein arose in the Eastern District of Louisiana.
4. The Bouchon Limited Family Partnership owns a sixteen-unit apartment building located at 4919 Canal Street, New Orleans, Louisiana. The Bouchon Limited Family Partnership offers apartments in that building for rent. Those apartments are dwellings within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b).
5. Defendant Bouchon Limited Family Partnership is a Louisiana partnership with its principal place of business in Metairie, Louisiana.

6. Defendant Sapphire Corporation is a Louisiana corporation with its principal place of business in Metairie, Louisiana. Defendant Sapphire Corporation is the general partner of the Bouchon Limited Family Partnership.
7. Defendant Betty Bouchon is a limited partner in the Bouchon Limited Family Partnership, and manages and operates the sixteen-unit apartment building located at 4919 Canal Street, New Orleans, Louisiana on behalf of the Bouchon Limited Family Partnership.
8. Defendant Bouchon Limited Family Partnership has the right to direct and control Defendant Betty Bouchon's actions as manager and operator of the apartment building located at 4919 Canal Street, New Orleans, Louisiana.
9. While acting with the actual or apparent authority of the Bouchon Limited Family Partnership, Betty Bouchon showed and offered for rent apartments located in the sixteen-unit apartment building located at 4919 Canal Street, New Orleans, Louisiana.
10. The Greater New Orleans Fair Housing Action Center conducted a series of tests in September 2009 to evaluate the Defendants' compliance with the Fair Housing Act. Testing is the simulation of a housing transaction that compares responses given by housing providers to different types of home-seekers to determine whether illegal discrimination is occurring. The testing undertaken by the Greater New Orleans Fair Housing Action Center revealed that Defendant Betty Bouchon engaged in housing practices that discriminate on the basis of race or color at the sixteen-unit apartment building located at 4919 Canal Street, New Orleans, Louisiana.

11. The testing conducted by the Greater New Orleans Fair Housing Action Center revealed that Defendant Betty Bouchon refused to return phone calls from prospective African-American renters, but did return phone calls from prospective white renters. The testing further revealed that Defendant Betty Bouchon made statements to prospective white renters indicating that she would not rent to African Americans. The testing further revealed that Betty Bouchon indicated to an African-American prospective tenant that a unit in the sixteen-unit apartment building located at 4919 Canal Street, New Orleans, Louisiana was not available for rent when it was, in fact, available.
12. The Defendants deny the allegations in the United States' Complaint.
13. The United States and the Defendants have agreed that to avoid protracted and costly litigation, this lawsuit should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Order, as shown by the signatures below.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and ORDERD:

II. GENERAL INJUNCTION

14. Defendants, and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings,¹ from:
 - a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of race or color;

¹ The term "dwellings" has the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b).

- b. Discriminating against any person in the terms, conditions, or privileges of the rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, because of race or color;
- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of race or color; and
- d. Representing to persons because of race or color that any dwelling is not available for inspection, rent, or sale when such dwelling is, in fact, so available.

15. The provisions of Paragraph 14 apply to: (a) all residential dwellings offered for rent or sale in which Defendants have, or in the future acquire, an ownership or management interest; (b) all dwellings offered for rent or sale where Defendants act in any way as an agent for the owner(s) thereof; and (c) any dwelling from which Defendants are to receive any portion of the proceeds of the sale or rental thereof. Attached as Appendix A hereto is a list of all dwellings in which Defendants have an ownership or management interest; serve(s) as an agent for the owner(s) of; or from which the Defendant(s) is to receive any portion of the proceeds of the sale or rental thereof as of the date of this Order ("Subject Properties"). Defendants certify under penalty of perjury that Appendix A is an accurate and complete list of currently covered dwellings.

III. NONDISCRIMINATION POLICY

16. Upon entry of this Consent Order, Defendants shall implement the Nondiscrimination Policy appearing at Appendix B at the Subject Properties.
17. Within 15 days of the entry of the Consent Order, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, employees, agents, and anyone acting under the direction of the Defendant(s), who has responsibility for showing, renting, managing, or operating any and all dwelling units at the Subject Properties. Defendants shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under their direction, on an annual basis thereafter.
18. Within 15 days of the entry of this Consent Order, Defendants shall take the following steps to notify the public of their Nondiscrimination Policy:
 - a. Prominently post at all rental offices that Defendant(s) currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;
 - b. Whenever any dwelling unit at any of the Subject Properties is available for rent, the Defendant(s) shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan

and logo shall be prominently displayed and easily readable;

- c. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable;
- d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18).

IV. TRAINING

- 19. Within 30 days of the entry of this Consent Order, Defendants shall provide a copy of this Order to its agents and employees involved in showing, renting, managing, or operating any dwelling unit at the Subject Properties. Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received

and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Policy. This statement shall be in the form of Appendix C.

20. During the term of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, or managing units at the Subject Properties, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of Appendix C.
21. Within 90 days from the date of entry of this Consent Order, Defendants and their managers, agents, and employees shall undergo in-person training on the Fair Housing Act, with specific emphasis on discrimination on the basis of race or color. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by Defendants. Each individual who receives the training shall execute the Certificate of Training and Receipt of Consent Order, appearing at Appendix D.
22. At a minimum, the training required in the preceding paragraph shall consist of the

following:

- a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
- b. A question and answer session for the purpose of reviewing the foregoing areas.

23. All persons responsible for renting, managing, and/or operating dwelling units at the Subject Properties must receive the fair housing training, described in Paragraphs 21 and 22, within 90 days of entry of this Consent Order or within 30 days of beginning their work as manager(s), whichever shall occur later.

**V. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR
SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

24. Within 30 days from the date of entry of this Consent Order, Defendants shall develop and submit to the United States, with respect to Subject Properties, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within 5 days of when the United States approves the standards and procedures, Defendants shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for

the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.

25. The nondiscriminatory standards and procedures discussed in Paragraph 24, above, shall include the use of the following documents, which Defendants shall update as new information becomes available, and retain for the duration of the Consent Order:

- a. Guest Cards: Defendants shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or the Defendants, that contains:
 - i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
 - ii. The race of the prospective tenant, based on the good-faith observation of Defendants or their employee or agent;
 - iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
 - iv. Whether the prospective tenant filled out an application;
 - v. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not shown, an explanation why not; and
 - vi. The names of all employees/agents who assisted the prospective tenant.

- b. Phone Logs: Defendants shall ensure that, for all prospective tenants who inquire by telephone about dwelling units, the Defendants shall maintain a phone log that contains the following information:
- i. The date of the prospective tenant's phone call and, when the prospective tenant agrees to provide the information, and the prospective tenant's name and telephone number(s);
 - ii. The date and time on which the prospective tenant is going to view the apartment;
 - iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
 - iv. Whether the prospective tenant was invited to see available dwelling units, and if not invited, an explanation why not; and
 - v. The names of all employees/agents who assisted the prospective tenant.
- c. Availability List: Defendants shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within 30 days, including the date either Defendant or Defendant's agent was first informed each would be available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants, their agents, and their employees

shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.

- d. Rental Applications: Defendants, their agents, and their employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
- e. Waiting Lists: Defendants, their agents, and their employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.

VI. COMPLIANCE TESTING

- 26. The United States may take steps to monitor Defendants' compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office(s) or locations at which the Defendant(s) conduct rental activities.

VII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

- 27. Defendants shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events:¹

¹ All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division,

- a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Paragraph 16-18 or the nondiscriminatory standards and procedures discussed in Paragraphs 24 and 25;
- b. Notice of the acquisition of an indirect or direct ownership, financial, or management interest in any additional dwelling(s) for rent;
- c. Proof of notification of the nondiscrimination policy described in paragraphs 16-18, including executed copies of the Acknowledgment forms, appearing at Appendix B, and a list of the names and addresses for all tenants to whom the policy was provided;
- d. Any written or oral complaint against any of the Defendants, or any of Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, the Defendant(s) 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 Defendant(s) shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States within 15 days of the substance of any resolution of such complaint; and

United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-32-213, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

- e. Any advertisements published in local newspapers pursuant to Paragraph 18.

28. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, Defendants shall deliver to counsel for the United States a report containing information about their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices C and D;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Paragraphs 16-18;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Section III of this Order;
- d. Copies of rental applications guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Order;
- e. A list of all rental properties in which Defendants or their members have an ownership or management interest, in whole or in part, including the street address, the number of rental units at each property, and a description of the interest in the property; and

- f. Notification of any purchase, inheritance, or acquisition of dwellings pursuant to Section X of this Order.

In addition to the reports required above, the Defendants shall submit a final report to the United States no later than 30 days before the expiration of this Order.

- 29. During the period in which this Consent Order is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

VIII. COMPENSATION OF VICTIMS

- 30. Within 30 days after the entry of this Consent Order, Defendants shall send to counsel for the Greater New Orleans Fair Housing Action Center, via overnight delivery, a check made payable to the Greater New Orleans Fair Housing Action Center ("GNOFHAC") in the amount of \$50,000 for the purpose of compensating the Greater New Orleans Fair Housing Action Center.
- 31. GNOFHAC and the Defendants shall execute mutual agreements releasing one another from all claims that have been brought, or could have been brought, arising from GNOFHAC's fair-housing testing of the Defendants and any subsequent statements GNOFHAC or its agents or employees made relating to that testing.

IX. CIVIL PENALTY

32. Within 30 days after the entry of this Consent Order, Defendant Betty Bouchon shall pay a total of \$10,000 to the United States as a civil penalty, pursuant to 42. U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."
33. Within 30 days after the entry of this Consent Order, Defendants Bouchon Limited Family Partnership and the Sapphire Corporation shall pay a combined total of \$10,000 to the United States as a civil penalty, pursuant to 42. U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States in the form of a cashier's check payable to the "United States Treasury."

X. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS

34. If at any time during the term of this Order Defendants acquires an ownership, management, or other financial interest in, either in whole or in part, or are engaged to act in any way as an agent for the owner(s) of any other residential dwelling to be offered for rent or sale in addition to those listed in Exhibit A, the Defendants shall notify the United States in writing at least 30 days before completion of the transaction, providing the name and address of the property. That property shall be subject to the provisions of this Order for its duration. In addition, within 15 days following completion of the transaction, Defendant shall provide the United States a statement specifying the nature of Defendant's interest in the property and stating whether the property will be offered for rent or sale, and a copy of the documents memorializing the transaction.

35. If at any time during the term of this Order Defendant(s) decides to sell or otherwise transfer the entirety of his interest in any dwelling covered hereunder, he shall take the following steps: Upon sale of Defendant(s)' interest in a dwelling covered under this Order in an arm's-length transaction and compliance with the provisions of Sections VIII and IX of this Order, the new owner of the property shall have no obligations under this Order. For the purposes of this Order, an arm's-length transaction is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons or entities, unrelated by blood or marriage, with opposing economic interests regarding that transaction.
36. If any transfer of Defendant's interest in any dwelling covered by this Order is not an arm's-length transaction, Defendant and the new owner(s) shall remain jointly and severally liable for any violations of this Order for its duration.

XI. NON-COMPLIANCE WITH CONSENT ORDER

37. By agreeing to entry of this Consent Order, the United States and Defendant agree that in the event Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.
38. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the event of

noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

39. The parties shall endeavor in good faith to resolve informally any differences regarding 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 Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with 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 attorneys' fees which may have been occasioned by the violation or failure to perform.

XII. TIME FOR PERFORMANCE

40. This Order shall be in effect for a period of 4 years from the date of its entry, subject to the provisions of Paragraphs 38 and 41, after which time the case shall be dismissed with prejudice.
41. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this 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 upon filing of the written agreement with the Court, and shall remain in effect for the duration of the

Order or until such time as the Court indicates through written order that it has not approved the modification.

XIII. COSTS OF LITIGATION

42. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

Dated: _____, 2011

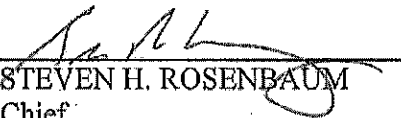
United States District Judge

For the United States:


JIM LETTEN
United States' Attorney
Eastern District of Louisiana

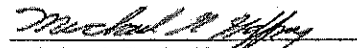
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Betty Bouchon


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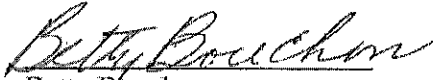


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APPENDIX A

1. 4919 Canal Street, New Orleans, Louisiana

APPENDIX B
NONDISCRIMINATION POLICY

It is the policy of the Bouchon Limited Family Partnership and the Sapphire Corporation to comply with Title VIII of the Civil Rights Act of 1968, as amended, 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 that, among other things, the Bouchon Limited Family Partnership and the Sapphire Corporation and all their agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of race or color. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant 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

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

I acknowledge that on _____, 20 ____, I was provided copies of the Consent Order entered by the Court in United States v Betty Bouchon, et. al, Civil Action No. _____ (E.D. La.), and the Nondiscrimination Policy adopted by the Defendants pursuant thereto. 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/Position

Date

APPENDIX D

EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received _____
minutes of in-person training on the requirements of the Fair Housing Act.

Signature

Print Name

Job Title/Position.

Date