

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION**

**FAIR HOUSING CENTER OF
CENTRAL INDIANA, INC. and
BRENDA STROUT,**

Plaintiffs,

v.

**HARTFORD PLACE, L.P. and
CROWNPOINTE COMMUNITIES,
LLC,**

Defendants.

Case 1:20-cv-372-HAB-SLC

CONSENT DECREE AND FINAL ORDER

Plaintiffs Fair Housing Center of Central Indiana, Inc. and Brenda Strout sued defendants Hartford Place, L.P. and Crownpointe Communities, LLC, alleging that Defendants violated the federal Fair Housing Act. Defendants answered, denying all material allegations in the complaint.

To avoid further protracted litigation, the parties have agreed to resolve this matter without an adjudication on the merits by entry of this Consent Decree and Final Order. By consenting to entry of this Consent Decree, no Defendant admits

liability and each maintains its denial of the material allegations asserted by Plaintiffs.

Accordingly, it is hereby ORDERED and DECREED as follows:

I. Monetary Terms

1. Defendants shall pay the sum of thirty-five thousand dollars (\$35,000.00) in full settlement of any monetary claims asserted by Plaintiffs in this action, including any claim for attorneys' fees and costs. This payment shall be made in the form of a check made payable to the Attorney-Client Trust Account of Brancart & Brancart and delivered to Brancart & Brancart, 8205 Pescadero Road, Loma Mar, CA 94021, within 14 days of entry of this Consent Decree.

II. Mutual Release

2. Subject to the terms of this Consent Decree, each party has executed a mutual release as part of the resolution of this action.

III. Equitable Terms

3. Each Defendant, individually and on behalf of its successors or assigns, including its officers, employees and agents, shall:

- a. Comply with the requirements of the federal Fair Housing Act, including its implementing regulations, 24 C.F.R. Part 100, in the ownership, operation, or management of any rental dwelling;

b. Within 60 days of entry of this Consent Decree, rescind any “independent living” policies, provisions or rules governing occupancy at any rental dwelling, including the removal of such terms or conditions in any rental forms, rules, regulations, or advertisement for any rental dwelling owned, operated or managed by any Defendant;

c. Within 90 days of the entry of this Consent Decree, notify each tenant that no “independent living” policies, provisions or rules governing occupancy apply to any rental dwelling owned, operated or managed by any Defendant;

d. Within 60 days of entry of this Consent Decree, distribute a copy of either of two HUD Fair Housing brochures (Form HUD-903.1 *or* Form HUD-1686-1-FHEO)¹ to each household occupying any rental dwelling owned, operated or managed by any Defendant;

¹Defendants may elect to distribute either brochure, Form HUD-903.1 or Form HUD-1686-1-FHEO, but must distribute the same form to each household. Copies of Form HUD-903.1 or Form HUD-1686-1-FHEO are available free of charge at www.hud.gov.

- e. Within 60 days of entry of this Consent Decree and thereafter, distribute a copy of either of two HUD Fair Housing brochures (Form HUD-903.1 *or* Form HUD-1686-1-FHEO) to each person who applies for occupancy of any rental dwelling owned, operated or managed by any Defendant;
- f. Within 120 days of entry of this Consent Decree, provide each employee or agent responsible for the management of any rental dwelling owned, operated or managed by any Defendant with fair housing training provided by either a FHIP-funded organization² *or* a trainer approved by the Fair Housing Center of Central Indiana; any new employees involved in the management of rental dwellings shall receive the same or similar training within 120 days of their date of hire;
- g. Within 30 days of entry of this Consent Decree and thereafter, post a copy of HUD's Fair Housing Poster (Form HUD-928.1) in offices or common areas in a conspicuous location where it may be seen by tenants or rental applicants at any rental dwelling owned, operated or managed by any Defendant; and,

²A FHIP funded organization is an organization that is currently qualified and receiving HUD funding pursuant to the Fair Housing Initiatives Program, 24 C.F.R. Part 125. A list of FHIP qualified organization may be obtain from www.hud.gov.

h. Starting 180 days after entry of this Consent Decree and each anniversary date thereafter, provide Indiana Disability Rights, 4701 North Keystone Avenue, Suite 222, Indianapolis, IN 46205; Fax: (317) 722-5564, with a letter certifying each Defendant's continuing compliance with the terms of this Consent Decree.

IV. Compliance and Enforcement

4. Each deadline set forth in this Consent Decree shall be adjusted in response to any reasonable request by any Defendant.

5. If a dispute arising regarding compliance with the terms of the Consent Decree, then the parties shall confer in good faith to resolve that dispute before moving for enforcement of the terms of this Consent Decree.

V. Duration and Dismissal

6. The terms of this Consent Decree shall remain in force for a period of three years from date of entry by the Court. During that period, the Court may dismiss this action without prejudice reserving jurisdiction for purposes of enforcement only. Upon expiration of the three-year period, this action shall be deemed dismissed with prejudice without the need for any further action by parties or the Court.

SO ORDERED on June 16, 2021.

s/ Holly A. Brady
JUDGE HOLLY A. BRADY
UNITED STATES DISTRICT COURT