

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

UNITED STATES OF AMERICA,

Plaintiffs,

and

**CONSENT DECREE IN FULL
RESOLUTION OF LAWSUITS**

NAJAT AL-ABAS, et. al.

Plaintiff-Intervenors,

v.

SAN FRANCISCO HOUSING AUTHORITY,

Defendant.

**CONSENT DECREE IN FULL RESOLUTION OF LAWSUITS
I. INTRODUCTION**

The United States initiated this action on September 18, 2002, to enforce the provisions of the Fair Housing Act ("FHA"), Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.* The United States' complaint contains two causes of action: (1) a claim on behalf of Stella and Roosevelt Scott which was referred to the Justice Department pursuant to 42 U.S.C. § 3612(o), and (2) a claim that the San Francisco Housing Authority ("SFHA") has engaged in a pattern or practice of discrimination in violation of 42 U.S.C. § 3614 by failing to take reasonable steps to protect its residents from harassment on the basis of race, color, religion, and national origin. The SFHA denies these allegations and contends that it has taken effective steps to address and prevent racial, ethnic, and religious harassment against its residents.

On April 24, 2003, a Complaint in Intervention (*Al-Abas, et al. v. San Francisco Housing Authority*) was filed by six Iraqi-Muslim families ("Plaintiffs-Intervenors") pursuant to 42 U.S.C. § 3614(e). Plaintiffs-Intervenors' First Amended Complaint in Intervention ("FACI") contains two counts. Count I alleges that SFHA permitted a hostile housing environment to exist that interfered with Plaintiffs-Intervenors' use and enjoyment of their housing in violation of 42 U.S.C. §§ 3604(a) and (b). Count II alleges that SFHA engaged in a pattern or practice of discrimination in violation of 42 U.S.C. § 3614, by failing to take adequate action to resolve complaints of violence and harassment directed at Iraqi-Muslim residents, and to protect these residents from further harassment and violence. The SFHA denies the allegations in the FACI.

The United States, the SFHA, and Plaintiffs-Intervenors desire to avoid costly and protracted litigation and agree that the claims against SFHA should be settled without further litigation or an evidentiary hearing. Therefore, the SFHA, Plaintiffs-Intervenors, and the United States have agreed to the entry of this Consent Decree.

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

II. JURISDICTION AND SCOPE

1. The Court has subject matter jurisdiction over the claims in the civil action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a). The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the United States' Complaint and the First Amended Complaint in Intervention shall be dismissed with prejudice.
2. The provisions of this Consent Decree apply to the San Francisco Housing Authority, its employees, officials, and officers, as well as its agents to the extent they act as property managers or provide security services to SFHA developments.⁽¹⁾
3. This Consent Decree is a settlement of disputed claims. The Consent Decree is entered into without any admission whatsoever by SFHA of having engaged in any discriminatory practices proscribed by the FHA or any other federal or state statute or constitutional provision. Neither the SFHA's agreement to enter into this Consent Decree nor the provisions of the Consent Decree shall be offered or described in any situation or context as constituting a finding, evidence of, or an admission that the SFHA has violated the FHA, or any other statute or constitutional provision. This provision shall not limit the United States' ability to proffer evidence of the SFHA's non-compliance in any context or situation. The parties reserve the right to contest the admissibility of such evidence in any context or situation.

III. GENERAL NONDISCRIMINATION PROVISIONS

4. For the duration of this Consent Decree, the San Francisco Housing Authority shall not act or fail to act with respect to incidents of harassment or violence based on race, color, religion, or national origin against its residents in a manner that violates any of the following sections of the Fair Housing Act:
 - a. 42 U.S.C. § 3604(a) - denying or otherwise making a dwelling unavailable to any person because of race, color, religion, or national origin;
 - b. 42 U.S.C. § 3604(b) - discriminating in the terms, conditions or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin; and
 - c. 42 U.S.C. § 3617 - coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right protected by the Fair Housing Act.

IV. NONDISCRIMINATION POLICIES AND PROCEDURES

- A. The SFHA will maintain and continue to implement the Civil Rights Policy and the corresponding Manual of Guidelines and Procedures ("Civil Rights Manual"), which were adopted in 2002. (Attached as Exhibit A). The SFHA will supplement its policy by adding the following time deadlines to the following provisions of its Manual of Guidelines and Procedures:

1.1: report to be made to Office of Fair Housing within two (2) business days of the incident being reported by the tenant to the property management office or other management personnel (excluding maintenance management personnel).

1.2: the term "immediately" as used in this section means not later than one business day.

1.4: the term "immediately" as used in this section means not later than one business day.

1.5: the term "immediately" as used in this section means not later than one business day. However, if the tenant leaves a message (as opposed to talking in person with an SFHA employee) the referral shall be made no later than the end of the next business day. See also ¶ 18 of the Consent Decree.

1.8: the Administrative Report Form shall be completed and placed in the resident's file within fourteen (14) business days of the incident being reported. The resident will be informed of his/her right to apply for a transfer at the time the report is received by the Office of Fair Housing or a property manager.

Page 16: a term will be added which states that a transfer application request will be responded to within fourteen (14) business days of its receipt by a Property Management Office and ten (10) business days of its receipt by the Eligibility Department.

- B. Within thirty (30) days of the entry of this Decree, the SFHA shall provide a written notice to all entities that manage housing developments for SFHA (including managers of Hope VI developments) or provide security services for SFHA developments which shall inform the entity that it is SFHA policy that they should refer complaints of harassment based on any of the protected classes in the Civil Rights Manual to the SFHA Office of Fair Housing and to otherwise implement the SFHA Civil Rights Policy as directed by the SFHA. The notice shall also inform the entity that when it is reviewed for contract compliance, the SFHA will assess the degree to which the entity has met this objective.
- 6. In the event that the SFHA determines that modification of the Civil Rights Manual is warranted, the SFHA will notify counsel for the United States in writing by overnight mail.⁽²⁾ The United States will have thirty (30) days from the date of its receipt in writing of the proposed revisions to the Civil Rights Manual in which to respond to any proposed change(s). If the United States does not object in writing to the SFHA's proposed change(s) within the thirty (30) day time period, the change(s) may be incorporated into the Civil Rights Manual by the SFHA. If the United States objects to the proposed change(s), the change(s) will not be made and the parties will confer in a good faith effort to resolve their differences. If the parties cannot resolve their differences, the matter shall be resolved by the Court.
- 7. *Dwelling Lease Addendum.* The SFHA shall maintain Sections 13(K) and 13(L) of its current Dwelling Lease, which permit the SFHA to evict a tenant who engages in racial, ethnic, or religious harassment or violence against any other tenant or guest that violates the Fair Housing Act. If a court finds that, as a matter of law, the current SFHA Dwelling Lease does not permit the SFHA to evict a tenant who engages in racial, ethnic, or religious harassment or violence against any other tenant or guest that violates the Fair Housing Act, the SFHA shall notify the United States in writing within ten (10) days. If a court makes such a ruling, the United States and the SFHA shall work to amend the Dwelling Lease to make it explicit that the SFHA may evict a tenant who engages in racial, ethnic, and/or religious harassment or violence that

violates the Fair Housing Act and is directed against any other tenant or guest. In addition, if the United States concludes during the term of the Decree that the lease provisions are inadequate with respect to eviction of such tenants, the United States and the SFHA shall negotiate in good faith in an effort to agree on new lease provisions that make it explicit that the SFHA may evict a tenant who engages in such harassment or violence. If the United States and the SFHA are unable to agree on new lease provisions, the matter shall be decided by the Court.

- A. The SFHA may seek to evict a tenant for engaging in racial, ethnic, or religious harassment or violence that violates the Fair Housing Act against any other tenant or guest where a preponderance of the evidence supports such a finding. SFHA shall, in its discretion, determine whether the evidence in a particular instance meets this standard and whether an eviction should be sought.
- B. Beginning no later than thirty (30) days from the Date of the Decree, the SFHA shall communicate orally and in writing to all SFHA tenants at the time they sign their lease, and in writing each subsequent year when they re-certify their income and household composition, that race-, national origin-, ethnic-, and/or religious-based harassment or violence that violates the Fair Housing Act and is directed against any other tenant or guest will not be tolerated and that such conduct by any member of the household constitutes a violation of the lease which may result in eviction. At the time tenants sign their lease and each subsequent year when they re-certify, the SFHA will require each tenant to sign a statement certifying that he or she understands and agrees to comply with this eviction policy. This annual certification requirement shall be included in the SFHA's Civil Rights Manual. SFHA will maintain these tenant certifications in the tenant's files. No later than fifteen (15) days from the entry of Decree, SFHA shall provide the United States with the written notice required by this section. If the United States concludes that the notice is inadequate, the parties shall negotiate in good faith in an effort to agree on the notice. If this effort fails, the matter shall be decided by the Court.
- C. The notice described in the preceding paragraph shall be published in English, Spanish, Chinese, Vietnamese, and Arabic, and any other language that is spoken by more than five percent (5%) of the households in a development.

V. SECURITY

8. Within six (6) months of the entry of the Decree, the SFHA will develop and implement a plan that has the primary objectives of (a) increasing, to the extent fiscally feasible, the number and frequency of private security patrols or, in the alternative, patrols by the SFPD⁽³⁾ at Targeted Developments⁽⁴⁾ during non-school hours (3:00 p.m. to 11:00 p.m.) to deter racial, ethnic, and religious violence and harassment, and (b) ensuring communications, as needed but not less than monthly, between private security personnel and property managers, maintenance supervisors, tenants, and tenant organizations relating to the prevention of civil rights violations. The plan will be developed in consultation with the United States Department of Justice and will require that private security firms use their best efforts to recruit a pool of applicants for assignment to SFHA developments who are fluent in the languages spoken by more than 5% of the tenants at the developments.
9. The SFHA will use its best efforts to arrange extra security patrols by SFPD at the Targeted Developments; have communications, as needed but no less than monthly, with SFPD officers assigned to Targeted Developments regarding racial, ethnic, and

religious violence at those developments; have regular communications with the SFPD's Hate Crimes Unit regarding racial, ethnic, and religious violence and harassment at the Targeted Developments; and coordinate the enforcement responsibilities set forth in the preceding paragraph with the SFPD, to the extent the SFPD is willing to coordinate these responsibilities.

10. No later than six (6) months from the entry of the Decree, the Management, Services, and Support Department ("MSSD") will have one employee who has skills in basic investigation techniques. If no employee presently has those skills, training will be provided to ensure that an employee obtains these skills. The employee will have responsibility for supervising and coordinating the MSSD's participation in the investigation of complaints of harassment, violence, or intimidation that are covered by and subject to the SFHA Civil Rights Manual, including coordination and liaison with the SFHA Office of Fair Housing (OFH), the Development Management Offices, private security firms, and the SFPD. As set forth in Section VI below, the OFH (not the MSSD) shall have overall responsibility for implementation of the SFHA's Civil Rights Policy and corresponding Civil Rights Manual.

VI. SUPERVISION OF CIVIL RIGHTS COMPLIANCE

11. The SFHA will continue to maintain and staff an Office of Fair Housing to ensure that the SFHA administers all aspects of its housing free from illegal discrimination. The head of the Office will report directly to the Executive Director of the SFHA. Among other things, the OFH will conduct or monitor the progress of all civil rights Administrative Inquiries undertaken pursuant to the procedures set forth in the Civil Rights Manual, whether initiated through complaints, grievances, or transfer requests; conduct meetings between tenants and SFHA staff regarding civil rights incidents; monitor the appropriateness and timeliness of staff responses regarding civil rights enforcement; implement staff training and tenant outreach on civil rights compliance; and conduct site visits to ensure that development management offices are in compliance with all civil rights procedures (e.g., poster display, brochure availability).
12. No later than six (6) months from the entry of the Decree, at least one employee of the OFH will have completed training in basic investigation techniques. Thereafter, that employee will be primarily responsible for implementation of the Civil Rights Policy, including responding to and investigating civil rights complaints and attending civil rights-related meetings with staff and tenants scheduled by the development managers.
13. No later than thirty (30) days from the entry of the Decree, the SFHA will amend the job description of District Directors (or equivalent SFHA personnel with regional oversight over SFHA property managers) to include the responsibility of working with the Office of Fair Housing to oversee compliance with the SFHA's Civil Rights Manual by the property managers and other development staff.

VII. NOTICE AND TRAINING

14. Employee Notice:

- A. The SFHA will send senior executives, property managers, district directors, administrative clerks who work at residential developments, resident trainees, management staff from the Departments of Management Services and Public Housing Operations Department, all employees at the Department of Eligibility, all employees of the Office of Fair Housing and Security

Departments, any employee whose primary job duties include regular contact with SFHA tenants, non-SFHA employees working as property managers at Hope VI public housing developments, and all private security firms a notice summarizing ("summary notice") the Consent Decree and an explanation of the SFHA employee's obligations under the Decree. The notice will also inform employees that the performance of their responsibilities related to the implementation of the Civil Rights Policy will be taken into consideration in their performance evaluation.⁽⁶⁾ No later than 30 days after the entry of the Decree, the SFHA will provide the United States with the written notice required by this section. If the United States concludes that the notice is inadequate, the parties shall negotiate in good faith in an effort to agree on the notice. If this effort fails, the matter shall be decided by the court. The summary notice will be distributed within 15 days of agreement by the parties on its terms, or within 15 days of the Court's determination of the notice's terms.

- B. The SFHA will require all SFHA employees identified in paragraph 14.A. receiving the notices described above to execute a statement acknowledging that he or she has received, read and understands the notice, and that he or she agrees to act in accordance with the notice, within fourteen (14) days of receipt of the notice. The SFHA will maintain these statements in accordance with the Record Keeping provisions of this Consent Decree.
- C. The performance evaluation of employees identified in paragraph 14.A. shall contain a section covering the employee's performance with respect to his/her obligations under the Civil Rights Policy
- D. The Manual of Guidelines and Procedures shall be amended to require that with respect to employees hereafter assigned to any of the positions set forth in paragraph 14A., the SFHA will comply with the provisions of paragraphs 14.A. and 14.B., above, within fourteen (14) days of the assignment.
- E. No later than thirty (30) days from the entry of the Decree, the SFHA will provide a copy of this Consent Decree and the summary notice to the Chief of the SFPD, the Commanding Officer of the SFPD Hate Crimes Unit, and the Commanding Officer of district police stations serving neighborhoods containing a Targeted Development.

15. Employee Training:

- A. The SFHA will implement a mandatory Civil Rights Training Program for SFHA employees according to the schedule set forth below. The training will be tailored to the particular job categories. The SFHA must submit its Civil Rights Training plans and training materials to the Department of Justice for review. The purpose of this training is to educate SFHA employees on their particular roles in implementing the requirements of this Consent Decree, the Civil Rights Policy, and the Fair Housing Act. The SFHA will also offer training to and strongly encourage participation by Hope VI management staff and employees of private security firms which is designed to train individuals on the identification of civil rights complaints and the necessity of referring such complaints to the OFH.
- B. Training for management staff and SFHA staff responsible for civil rights enforcement, including but not limited to senior executives, property managers (including non-SFHA employees working as property managers at Hope VI public housing developments), district directors, administrative clerks who work at residential developments, management staff from the Departments of Management Services and Public Housing Operations Department, all employees at the Department of Eligibility, all employees of

the Office of Fair Housing and Security Departments, any employee whose primary job duties include regular contact with SFHA tenants, and personnel from the private security firms, shall be conducted within three (3) months of the entry of this Decree.

- C. With respect to SFHA employees hereafter assigned to any of the positions set forth in paragraph 15.B, the SFHA will comply with the provisions of paragraph 15.A. within three (3) months of commencement of the assignment.
- D. The SFHA will require each individual who receives training pursuant to this Consent Decree to sign an attendance sheet which indicates the date and type of training received, and that he/she received and understands the instruction and written materials received during the training. The SFHA will also request that any non-SFHA employee who receives training sign such an attendance sheet.
- E. No later than six (6) months from the entry of the Decree, the SFHA will develop and implement a department-wide tracking system through which each department head will be able to identify which SFHA employee, who is required to be trained, has been trained and when.
- F. No later than six (6) months from the entry of the Decree, the Director of the Office of Fair Housing shall consult with the Office of Civil Rights at the Boston Housing Authority (BHA) for assistance in improving the investigation, outreach, tracking, filing, and records-keeping methods of the SFHA Office of Fair Housing.

VIII. TENANT NOTICE AND OUTREACH

16. Community Meetings

- A. No later than three (3) months from the entry of the Decree, and one time per year thereafter for the duration of the Decree, the SFHA will conduct at each of the Targeted Developments a community meeting for all tenants, at which the SFHA will describe its procedures for tenants to report potential civil rights violations; its procedures for tenants to report complaints regarding civil rights enforcement; its procedures for investigating and resolving such complaints; and its civil rights eviction policy. The SFHA will use its best efforts to encourage a strong turnout for each meeting, and will post conspicuous notices for each meeting in each building in the development no fewer than two weeks before the scheduled date of the meeting. Such notices will be posted in English, Spanish, Chinese, Vietnamese, and Arabic, and any other language that is spoken by more than five percent (5%) of the households of the respective Development. The SFHA will require its private security firms to participate in the meetings and will also invite and encourage the SFPD to participate.
- B. *Tenant Workshops.* If Plaintiffs-Intervenors or other qualified individuals identify trainers who will provide tenant workshops on violence prevention and diversity issues at the Targeted Developments without any cost or charge to the SFHA, and such trainers are approved by the SFHA, the SFHA will work with tenant associations in an effort to put on the workshop(s).

17. *Publicity Materials.* No later than forty-five (45) days from the entry of the Decree, the SFHA will develop a brochure describing the SFHA's civil rights policies, including: the Eviction Policy for Civil Rights Violations; the procedures for reporting civil rights incidents to the SFHA including the Civil Rights Complaint Line; the procedures for finding out the status of civil rights complaints filed with the SFHA; and the

procedures for filing a HUD administrative complaint. The brochure will be widely distributed throughout the SFHA; in particular, in rent statements, during new applicant processing, in re-certification packages, at development management offices, and at tenant task force and development community meetings. The Civil Rights Manual will be amended to include the above provisions relating to distribution of the Brochure. In addition to the brochure, the SFHA shall display a poster at the Development management offices advertising the existence of the Civil Rights Complaint line. The brochure and the poster will be published in English, Spanish, Chinese, and Arabic, and any other language that is spoken by more than five percent (5%) of the households in the respective development. Prior to distribution, SFHA will submit the proposed brochure to the Department of Justice for comment and review. If SFHA and the Justice Department are unable to agree on the language of the brochure, the matter shall be resolved by the Court.

IX. SERVICES FOR LIMITED ENGLISH PROFICIENT TENANTS

18. No later than thirty (30) days from the entry of the Decree, all telephones used to answer the Civil Rights Complaint Line must have the capacity to use a foreign language translation line, and all Office of Fair Housing staff must be trained in the use of the language line service. At all times, the Complaint Line must be answered by Office of Fair Housing Staff, either in person or by voice mail. Messages left on voice mail shall be returned not later than the end of the next business day. The Civil Rights Manual will be amended to include a requirement that the SFHA maintain a Civil Rights Complaint Line with the capacity to use foreign language translation line.

X. COMPLIANCE, RECORD KEEPING, AND REPORTING

19. If, after one (1) year of the entry of this Consent Decree, the United States determines that the SFHA is in material and substantial noncompliance with the terms of this Consent Decree, the United States may seek from the Court a modification of this Consent Decree to appoint an Independent Monitor. Before filing such motion to appoint an Independent Monitor, the United States will give the SFHA thirty (30) days written notice setting forth in detail the specific provision(s) of the Consent Decree with which the SFHA is allegedly not in compliance, along with a detailed itemization of the grounds for the alleged noncompliance. During this thirty (30) day period, the United States and the SFHA will endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with the Consent Decree. If these conciliation efforts fail and if, after a hearing, the Court finds that the SFHA is in material and substantial noncompliance with the terms the Consent Decree, the Court will appoint an Independent Monitor for a period not to exceed the duration of this Consent Decree. The purpose of the Independent Monitor will be to ensure that this Consent Decree is implemented effectively and to assist the United States in monitoring the SFHA's compliance with the Consent Decree. The Independent Monitor will report to the United States, the SFHA, and the Court. The duties of the Independent Monitor will be agreed upon by the parties or determined by the Court and the salary, fees, and expenses incurred by the Independent Monitor will be borne by the SFHA. The total salary, fees, expenses, and costs paid by the SFHA for the Independent Monitor shall not exceed sixty thousand (\$60,000) dollars per year, provided that if after the initial appointment of the Independent Monitor, the United States establishes to the satisfaction of the Court that SFHA has failed to take reasonable steps to come into compliance, the Court may order the SFHA to pay in excess of sixty thousand (\$60,000) dollars per year for the Independent Monitor.

20.

- A. In the event that the Court orders the appointment of an Independent Monitor, the SFHA will propose a person or entity, to be approved by the United States, to serve as Monitor. The SFHA shall submit the name and *curriculum vitae* of the proposed Monitor to the United States within thirty (30) days of the entry of the Court's order requiring the appointment of a Monitor. The entity proposed as Monitor must have, at a minimum, the following qualifications: (a) substantial work experience in the civil rights field, specifically in the areas of race and ethnicity; and (b) familiarity with public housing. The Monitor selected must be wholly independent of the SFHA.
 - B. The selection of the Independent Monitor shall be subject to the approval of the United States. If the United States has any objection to the SFHA's proposed selection, it shall notify the SFHA within twenty (20) days of receipt of the name and *curriculum vitae*. If no objection is made within the twenty (20) days, the SFHA's candidate shall be appointed. If the United States timely objects and the parties are not able to resolve the dispute through good faith negotiations, the selection of the Independent Monitor shall be made by the Court.
21. If appointed by the Court, the Independent Monitor, after consultation with the United States, shall periodically throughout the term of this Decree, schedule local meetings or teleconferences at times and places designated by the Monitor for the purpose of assessing the progress of the Decree, discussing any outstanding disputes or other issues regarding the Decree's implementation, and devising ways that the Decree's goals can be more effectively achieved.
 22. Within six months of the appointment of the Independent Monitor and every six months thereafter, the Monitor shall file a report with the Court reporting on the SFHA's compliance with each provision of the Decree.
 23. The Monitor shall have full and direct access to all SFHA employees that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Consent Decree.
 24. The Monitor shall have full and direct access to all SFHA documents that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Consent Decree, except as to any such documents protected by the attorney-client privilege. Should the SFHA decline to provide the Monitor with access to a document based on attorney-client privilege, the SFHA shall provide the Monitor and the United States with a log describing the document.
 25. The Independent Monitor shall provide the SFHA with reasonable notice of a request for copies of documents. Upon such request, the SFHA shall provide the Monitor with copies (electronic, where readily available, or hard copy) of any documents that the Monitor is entitled to access under this Consent Decree.
 26. *Fair Housing Complaint Tracking System.* No later than four (4) months from the entry of the Decree, the SFHA will develop and implement a computerized tracking system for complaints of harassment, intimidation, or violence that are sufficient to trigger an Administrative Inquiry pursuant to the section of the Civil Rights Manual entitled "Identifying a Civil Rights Incident," to assist the Office of Fair Housing in monitoring compliance with the Civil Rights Manual. The system will provide authorized persons from the Office of Fair Housing, Office of Counsel, Management Services and Support Department, Eligibility Department, Public Housing Department, Security Department, and senior SFHA Management Staff ready access to the status of SFHA Administrative Inquiries into bias incidents and the ability to track final actions.

27. The SFHA will maintain the following records throughout the duration of this Consent Decree:

- A. All records of complaints of violence, harassment, or intimidation that are sufficient to trigger an Administrative Inquiry pursuant to the section of the Civil Rights Manual entitled "Identifying a Civil Rights Incident," including transfer requests and grievances, received by the SFHA from a SFHA tenant;
- B. All records of investigations conducted by the SFHA into such complaints;
- C. All records of actions taken by the SFHA in response to such complaints;
- D. All records relating to training required by this Consent Decree;
- E. All signed statements, certifications, and attendance sheets required by this Consent Decree;
- F. All records related to the community meetings and tenant workshops provided for in this Decree; and
- G. The SFHA will maintain in one file a copy of all transfer requests, organized by development and date.

28. The United States Department of Justice will have the opportunity, upon reasonable notice to inspect and copy the records identified above, for the duration of the Consent Decree. The SFHA will produce other records relevant to assessing compliance with the Decree upon the written request of the United States; provided, that if the SFHA contends that the requested records are not properly subject to production, the parties shall meet and confer in good faith in an effort to resolve the disputed. If this effort fails, the matter shall be decided by the Court. The United States will pay reasonable costs associated with the copying of records.

29. *Semi-Annual Compliance Reports*. Commencing three (3) months after the entry of the Decree, and every six (6) months thereafter for the duration of this Consent Decree, the SFHA will write and deliver a report to the United States Department of Justice and HUD Office of Fair Housing and Equal Opportunity⁽⁶⁾ detailing the following information:

- A. All records related to complaints of violence, harassment, or intimidation that are sufficient to trigger an Administrative Inquiry pursuant to the section of the Civil Rights Manual entitled "Identifying a Civil Rights Incident," including civil rights priority transfer requests and grievances, received by any SFHA personnel from any SFHA tenant during the reporting period;
- B. Any actions taken by the SFHA during the reporting period in response to the complaints identified in the preceding paragraph;
- C. The current status of the complaints identified in subparagraph a above, made during prior reporting periods;
- D. A summary statement of actions taken by the SFHA with respect to:
 - notice to tenants under paragraph 6;
 - the development and implementation of the security plan under paragraph 7;
 - coordination efforts with the SFPD under paragraph 8;
 - training and assignment of an MSSD employee under paragraph 9;
 - training and assignment of an OFH employee under paragraph 12;
 - giving of employee notices under paragraph 14;
 - providing employee training under paragraph 15;
 - holding of community meetings and tenant workshops under paragraph 16.
 - preparation and distribution of publicity materials under paragraph 17;
 - implementation of Complaint Line under paragraph 18; and

- implementation of Fair Housing Complaint Tracking System under paragraph 27.

Any of the above actions which are finally completed in any reporting period do not need to be reported on in subsequent reports.

- E. A list of eviction actions commenced pursuant to the Housing Authority's anti-harassment civil rights policy;
- F. A list of tenants that the SFHA has decided not to evict pursuant to Section IV(6)(A) and (B) of this Decree, i.e., instances where the SFHA has concluded that a preponderance of the evidence shows that a tenant has engaged in racial, ethnic, and/or religious harassment or violence against any other tenant or guest that violates the Fair Housing Act, but nonetheless has, in its discretion, decided not to seek to evict.

XI. MONETARY RELIEF FOR ALLEGEDLY AGGRIEVED PERSONS

- 30. Payments made by the SFHA pursuant to this Section of the Consent Decree are made for purposes of settlement only and shall, in no circumstance whatsoever, be deemed or construed to be an admission or evidence of liability or wrongdoing by the SFHA.
- 31. SFHA shall pay a total of one-hundred and eighty thousand dollars (\$180,000.00) ("Settlement Amount") to resolve the United States' claims and the claims of each and every Plaintiff-Intervenor.
- 32. Within ten (10) days of the entry of this Decree, the SFHA shall make the payments set forth below. This amount shall be paid by certified check or by trust account check. Prior to and as a condition of receiving the check, each person deemed to be aggrieved by the United States, as set forth below, and each Plaintiff-Intervenor who is to receive a settlement amount through the payment to Bay Area Legal Aid, as set forth below, shall execute and deliver to the SFHA a release that has been agreed upon by the parties. The requirement to execute and deliver a release arises only if a settlement check is tendered.

Roosevelt & Stella Scott	\$22,000
Jawad Al-GazawiM	\$14,000
Gilda Butler	\$20,000
Shenandoah Toomey	\$12,000
Aura Espina	\$3,000
Ignacio & Teresa Nuno	\$14,000
Katie Nelson	\$12,000
Norma Fierro	\$3,000

- 33. Bay Areal Legal Aid (to settle the claims of Najat Al-Abas, Banan Al Tuwarish, Abas Al Tuwarish, Hanian Al Tuwarish, Fatima Al Tuwarish, Halima Al Ajeeb, Samira Al Dhewalem, Sadiyah Al Haji, Mona Al Shahbawi, Fazaa Al Tuwarish, Angham Al Zayadi, Hawraa Zaedi, Malak Zaedi, Zabra Zaedi, Ibrahim Zaedi): \$80,000

34. Within ten (10) days of the entry of this Decree, the SFHA shall deposit twenty thousand dollars (\$20,000.00) ("Settlement Fund") in an interest bearing account for the purpose of finally settling all claims of persons, other than those persons named in the preceding paragraph, who are deemed by the United States to be aggrieved persons. Any interest accruing to the fund shall become a part of the fund and be utilized as set forth herein. All expenses related to the establishment of the account shall be borne by the SFHA.
35. The United States shall investigate the claims of allegedly aggrieved persons and, within 180 days from the entry of this Decree, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to the each such persons. The United States will inform the SFHA in writing of its preliminary determinations, together with a copy of a sworn declaration from each allegedly aggrieved person setting forth the factual basis of the claim. The SFHA shall have fourteen (14) days to review the declaration and provide to the United States any documents or information that they believe may refute the claim.
36. After receiving the SFHA's comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by the SFHA. When the Court issues an order approving or changing the United States's proposed distribution of funds for allegedly aggrieved persons, the SFHA shall, within 10 days of the Court's order, deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the amount of the Settlement Fund (\$20,000), plus any accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States and the SFHA a release.
37. In the event that less than the total amount in the Settlement Fund including accrued interest is distributed to persons deemed to be aggrieved by the United States, the Court shall distribute the remainder in a manner consistent with the purposes of this Consent Decree and the Fair Housing Act. The SFHA shall make a proposal to the Court regarding disbursement of the remainder of the fund. When the Court issues an order approving or changing the proposed disbursement of funds, the SFHA shall distribute the funds in the manner directed by the Court within twenty (20) days of the Court's determination.
38. The SFHA shall permit the United States, upon reasonable notice, to review any relevant records that may facilitate its determinations regarding the claims of alleged aggrieved persons.

XIII. TRANSFER OF SFHA TENANT

39. Within thirty (30) days of the entry of this Decree, the SFHA shall offer Andrea Jones the opportunity to transfer to a unit outside of the Potrero Annex/Terrace Development. If Ms. Jones declines the offer to transfer, the SFHA shall offer Roosevelt and Stella Scott the opportunity to transfer to a unit no smaller than two-bedrooms in a location approved by the Scotts ("appropriate unit") within fifteen (15) days of Ms. Jones declining the unit or within sixty (60) days of the entry of this Decree, whichever comes first; provided that an appropriate unit is available to be offered to the Scotts. If no appropriate unit is available within the time periods set herein, the SFHA shall offer the Scotts the first appropriate unit that thereafter becomes available.

XIV. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

40. This Consent Order shall remain in effect for three (3) years after the date of its entry, provided that the terms shall automatically be extended to four years if an Independent Monitor is appointed.. In addition, in the event that there is a material and substantial failure by the SFHA to satisfy the terms or provisions of the Consent Decree, the United States may file a motion requesting that the term of the Consent Decree be extended. A motion to extend the Consent Decree must be filed no later than sixty (60) days prior to the expiration of the Consent Decree. At least thirty (30) days prior to filing such a motion, the United States and the SFHA shall meet and confer in good faith in an effort to resolve any allegations of material and substantial noncompliance.
41. Prior to instituting any court enforcement proceeding or prior to bringing a motion to extend the term of the Decree, the United States shall provide the SFHA with a written statement that details the nature and basis of any dispute relating to the interpretation, implementation, or enforcement of the Decree. The parties shall then meet and confer in good faith in an effort to resolve the dispute. The meet and confer period shall not be less than thirty (30) days.

XV. RIGHTS OF PLAINTIFFS-INTERVENORS

42. The United States shall meet and confer with Plaintiffs-Intervenors to discuss concerns Plaintiffs-Intervenors have about provisions in this Consent Decree relating to SFHA training, brochures, notices, and proposed changes to the Civil Rights Manual.
43. This Decree places no obligation on the SFHA to meet or confer with Plaintiffs-Intervenors with respect to the implementation and/or enforcement of the provisions of this Decree.
44. The Plaintiffs-Intervenors shall have no right under any circumstances to judicially enforce this Decree or to seek an extension of the Decree. These rights rest solely with the United States. Nothing herein shall prevent the Plaintiffs-Intervenors from being witnesses in any proceeding involving the implementation or enforcement of this Decree.
45. Plaintiffs-Intervenors shall be entitled to receive the following documents through the United States. The SFHA is not required to provide any of the documents directly to the Plaintiffs-Intervenors or their counsel, but instead will provide the information to the United States in a format which segregates the information which the Plaintiffs-Intervenors may obtain hereunder.
 - A. A semi-annual report showing the number of complaints of harassment, violence, or intimidation covered by and subject to the Civil Rights Manual, the residential development where the complaint arose, and the alleged basis for the harassment or violence, e.g, race, religion, national origin. For example, three complaints from Hunter's View, one based on race, two based on religion.
 - B. The summary reports provided pursuant to Paragraph 29.D.; and
 - C. SFHA training, brochures, notices, and changes to the Civil Rights Manual that Plaintiffs-Intervenors have a right to meet and confer about with the United States.

XV. TIME FOR PERFORMANCE

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

THE PARTIES CONSENT TO THE ENTRY OF THIS CONSENT DECREE AS INDICATED BY THE SIGNATURES OF COUNSEL BELOW:

FOR PLAINTIFF UNITED STATES:

Dated: January 14, 2003

KEVIN V. RYAN

JOANN M. SMITH
Chief, Civil Division
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R. ALEXANDER ACOSTA
ASSISTANT ATTORNEY GENERAL

_____/s/_____
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950 Pennsylvania Avenue, NW
Washington, DC 20530
Tel: (202) 353-9706
Fax: (202) 514-1116

FOR DEFENDANT SAN FRANCISCO HOUSING AUTHORITY:

Dated: January 14, 2004

_____/s/_____
HENRY HEWITT, No. 40851
ERICKSON, BEASLEY, HEWITT & WILSON

FOR PLAINTIFFS-INTERVENORS, NAJAT AL ABAS, individually and on behalf of her minor children BANAN AL TUWARISH, ABAS AL TUWARISH, HANIAN AL TUWARISH & FATIMA AL TUWARISH; HALIMA AL AJEEB; SAMIRA AL DHEWALEM; SADIYAH AL HAJI, MONA AL SHAHBAWI; FAZAA AL TUWARISH; ANGHAM AL ZAYADI, individually and on behalf of her minor children HAWRAA ZAEDI, MALAK ZAEDI, & ZABRA ZAEDI; IBRAHIM ZAEDI:

Dated: January 14, 2004

_____/s/_____
MINOUCHE KANDEL No. 157098
BAY AREA LEGAL AID

ORDERED this _____ day of _____, 2004.

Hon. Claudia Wilken
United States District Court Judge

1. The objective of this clause, in conjunction with other provisions of this Decree, is to ensure that private management companies and security firms receive notice and are offered appropriate training designed to ensure that they can identify civil rights complaints and understand the necessity of such complaints being referred to the SFHA's Office of Fair Housing. It is not the intent to require that such companies establish their own separate procedure to handle such complaints.

2. Overnight mail notice will be sent via common carrier to:

Chief, Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
1800 G Street, N.W., Suite 7002
Washington, D.C. 20530

3. The parties recognize and agree that the SFHA may cease contracting with private security firms and instead, to the extent fiscally feasible, contract with the SFPD for security services. Such a change, if made, shall not be deemed a violation of this Decree.

4. Targeted Developments are Hunter's Point East, Hunter's Point West, Potrero Annex, Potrero Terrace, Westside Courts, Westbrook, Plaza East, Ping Yuen North, Ping Yuen, 939 Eddy Street, Alice Griffith, Sunnysdale, Hunter's View, and 320 Clementina. Other developments may be deemed "Targeted Developments" by agreement of the parties or, upon a showing of good cause, by court order.

5. The parties recognize and agree that adding this provision relating to performance evaluations may require approval of the employees' union. If the union objects, that parties will meet and confer in good faith to resolve the issue.

6. These semi-annual reports to the Department of Justice will be sent by overnight mail via common carrier to:

Chief, Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
1800 G Street, N.W., Suite 7002
Washington, DC 20530

The semi-annual report to HUD FHEO will be hand-delivered to:

Director, Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
450 Golden Gate Ave., 9th Floor
San Francisco, CA 94102

Document entered: January 16, 2004