

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF HEARINGS AND APPEALS

The Secretary, United States Department of Housing and Urban Development, Charging Party, on behalf of:	)	
	)	
HELENE WEBSTER AND MINNIE WEBSTER,	)	
	)	
Complainants,	)	
	)	
v.	)	15-JM-0125-FH-021
	)	(FHEO #04-11-0876-8)
	)	
LENOX WOODS PROPERTIES, I, L.P., FIFECO	)	
PROPERTY MANAGEMENT, LLC, KRISTOPHER	)	
COCHRAN, AND JULIE POE,	)	
	)	
Respondents.	)	

**INITIAL DECISION AND CONSENT ORDER**

**I. BACKGROUND**

On September 28, 2015, the Charging Party filed a Charge of Discrimination ("Charge") alleging Respondents Lenox Woods Properties, I, L.P., FifeCo Property Management, LLC, Kristopher Cochran, and Julie Poe ("Respondents") violated the Fair Housing Act as amended, 42 U.S.C. §§ 3601-3619 (the "Act") with respect to Helene Webster and Minnie Webster ("Complainants").

Respondents deny they violated the Act as alleged in the Charge, but agree to settle and compromise the disputed claims in the underlying action by entering into this Initial Decision and Consent Order ("Consent Order") in order to avoid the uncertainty of litigation. The entry of this Consent Order is not and shall not be deemed as an admission of fault, liability, or a violation of the Act by Respondents.

**II. GENERAL PROVISIONS**

1. The parties acknowledge that this Consent Order is a voluntary and full resolution of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to it. The parties acknowledge that they have read and fully understand the significance of the provisions of this Consent Order and their obligations hereunder.

2. The parties agree that the Charging Party shall file with the Office of Administrative Law Judges a Joint Motion for Entry of an Initial Decision and Consent Order, along with this Consent Order, after the Consent Order is executed by all parties.
3. This Consent Order is binding upon Respondents, their members, principals, owners, employees, successors, agents, assigns and all others in active concert with them in the operation of Lenox Woods Apartments.
4. In consideration of the execution of this Consent Order, Complainants Minnie Webster and Helene Webster hereby forever waive, release, and covenant not to sue the Department of Housing and Urban Development ("Charging Party") or Respondents, their heirs, executors, successors, assigns, agents, employees, or attorneys, with regard to any and all claims, damages, attorney's fees and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the above-captioned administrative proceeding, HUD ALJ No. 15-JM-0125-FH-021 (the "HUD ALJ Case"), or which could have been filed in any action or suit arising from said subject matter.
5. In consideration of the execution of this Consent Order, Charging Party forever waives, releases, and covenants not to sue Respondents, their heirs, executors, successors, assigns, agents, employees, or attorneys, with regard to any and all claims, damages, attorney's fees and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the HUD ALJ Case, or which could have been filed in any action or suit arising from said subject matter.
6. In consideration of the execution of this Consent Order, Respondents hereby forever waive, release, and covenant not to sue Charging Party, Complainants Minnie Webster and Helene Webster, their heirs, executors, successors, assigns, agents, employees, or attorneys, with regard to any and all claims, damages, attorney's fees and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the HUD ALJ Case, or which could have been filed in any action or suit arising from said subject matter.
7. The parties and their counsel agree that if a party to this Consent Order needs an extension of time in order to satisfy a deadline provided herein, such extension must be obtained in writing by mutual agreement of the parties.
8. Pursuant to 24 C.F.R. § 180.680, the parties understand that this Consent Order shall be a public document.
9. The signatures of the parties to this Consent Order constitute a waiver of any right to apply for additional attorney's fees or costs pursuant to 24 C.F.R. § 180.705 or any other legal authority. Each party is responsible for his, her, or its own attorney's fees and costs.
10. Respondents are relieved of any further notification obligations pursuant to 24 C.F.R. § 180.410(b)(5).

11. Charging Party and the Complainants represent and warrant the following: (a) Helene Webster, in her individual capacity and as the legal guardian and/or attorney-in-fact of Minnie Webster is possessed of the legal and mental capacity and competency to enter into the agreements set forth herein; (b) Helene Webster is the attorney-in-fact and/or legal guardian of Minnie Webster and has full and complete legal authority to bind Minnie Webster to the terms of this Consent Order; (c) Complainants have been advised and understand that they are giving up any further rights relating to the matters addressed herein; and (d) Complainants have been advised of their right to consult with an attorney of their choosing regarding the matters being addressed and resolved herein.
12. Nothing in the Consent Order shall apply to any properties owned, operated, or managed by Respondents other than the Lenox Woods Apartments.
13. Each of the signatories represents and warrants that he or she is duly authorized to execute this Consent Order on behalf of the indicated Party, that no further corporate or other action is necessary to authorize such execution, and that no other entity or person is a necessary party to this Consent Order.
14. Nothing in this Consent Order shall be construed as diminishing or in any way affecting Respondents' obligations under the Fair Housing Act as amended that are independent of this Consent Order.
15. It is expressly understood and agreed by the Parties that nothing contained herein nor any action taken pursuant hereto shall be construed as an acknowledgement by any Party of the validity of any claim asserted against it. Nothing in this Consent Order shall be construed as an admission or adjudication of liability or responsibility by any Party.

### **III. INDIVIDUAL RELIEF**

16. Within thirty (30) days of the effective date of this Consent Order, Respondents shall pay to Helene Webster the sum of \$29,999.00 in full settlement of her claims for damages arising out of the allegations presented in the Charge and shall pay \$1.00 to Minnie Webster in full settlement of her claims for damages arising out of the allegations. Such payments shall be by certified check or other guaranteed funds and delivered to the Complainants at 5151 Thompson Road, Unit 2317, Fairburn, GA 30213.

#### IV. ACTIONS IN THE PUBLIC INTEREST

17. Injunction from Discrimination: For the term of this Consent Order, Respondents, their agents, employees, successors, member and assigns, and all other persons in active concert or participation with any of them in the ownership or operation of the subject property, are hereby enjoined, with respect to the subject property, from:
- a. Discriminating against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(b);
  - b. Discriminating against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of a disability of that person or persons residing in that dwelling, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(2)(A) and (B);
  - c. Refusing to make reasonable accommodations or modifications in rules, policies, practices, or services, when such accommodations or modifications may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling, as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1), (f)(2), and (f)(3)(B).
18. Adoption and Implementation of Reasonable Accommodation Policy
- a. Within ninety (90) days of the entry of this Consent Order, Respondents agree to adopt and implement a revised Reasonable Accommodation Policy (the "Policy") that complies with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The new Policy shall include:
    - A definition of "Reasonable Accommodation" that includes examples of accommodations;
    - A process for applicants, tenants, and members of the public who participate in Respondents' programs, services, or activities to request a reasonable accommodation;
    - Form(s) for individuals to request reasonable accommodations;
    - A procedure through which Respondents will approve or deny reasonable accommodation and accessible unit requests; and
    - A formal appeal procedure for individuals whom Respondents deny reasonable accommodation or modification requests.
  - b. Respondents agree to submit the revised Policy and related form(s) to counsel for the Charging Party for approval within forty-five (45) days of the entry of this Consent Order.
  - c. Respondents shall, no later than ten (10) days after the adoption of the new Policy, notify in writing each resident of Lenox Woods Apartments of the adoption and

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implementation of the Policy and shall provide a copy of the Policy with such notification. Respondents shall provide a copy of the notice sent to residents to Charging Party within ten (10) days of the notification to residents.

- d. Respondents shall provide a notice and copy of the Policy to new tenants with their lease and move-in packet.
- e. Within sixty (60) days of the effective date of this Consent Order, Respondents will revise and maintain a reasonable accommodation log in order to keep comprehensive records of all reasonable accommodation requests in a uniform and non-discriminatory manner. The reasonable accommodation log will at a minimum, include the following:
  - The name and address of the tenant(s) or applicant(s) making the accommodation request or inquiry;
  - The date and time of the accommodation request or inquiry;
  - The nature of the accommodation request or inquiry;
  - The action taken on the accommodation request or inquiry;
  - The reason for any rejection of the requests for modifications or accommodations.

19. Mandatory Education and Training

- a. Within one hundred and eighty (180) days of the entry of this Consent Order, Kristopher Cochran and all employees of Respondents Lenox Woods Properties, I, L.P. and FifeCo Property Management, LLC, who interact with residents or applicants at the Lenox Woods Apartments ("Covered Employees") shall attend a minimum of four (4) hours of Fair Housing Training pertaining to their obligations under the Fair Housing Act and other applicable federal, state, or local housing non-discrimination laws. Such attendees must obtain written approval of the trainer from counsel for the Charging Party at least thirty (30) days prior to the commencement of the training. All costs of the training shall be borne by Respondents. Respondents shall require all attendees to sign a certification of attendance.
- b. After completing the training set out in Paragraph 19(a) above, Covered Employees must receive annual Fair Housing Training at least once each year for a minimum of one (1) hour. Each new covered employee must receive at least two (2) hours of Fair Housing Training within forty-five (45) days of starting employment. Respondents shall maintain records of evidence of completion of Fair Housing Training throughout the term of this Consent Order.

20. Fair Housing Poster: Within ten (10) days of the entry of this Consent Order, Respondents agree to display a HUD Fair Housing Poster, provided by Charging Party, in a conspicuous location in the rental office of the subject property. The poster shall be displayed throughout the term of this Consent Order.

21. **Non-Discrimination Policy:** Within thirty (30) days of the entry of this Consent Order, Respondents agree to post the following non-discrimination policy on any website where the Respondents advertise or conduct business: "It is the policy and commitment of Lenox Woods Apartments that it does not discriminate on the basis of race, color, sex, religion, national origin, familial status or disability, in the rental of its residential dwellings. Lenox Woods Apartments affirms its policy of equal housing opportunity pursuant to state and federal fair housing laws." Respondents shall also post copies of its non-discrimination policies in every rental or leasing office open to the general public, in both English and Spanish. These postings shall be prominently displayed, readily apparent to all persons seeking to rent, and shall include the fair housing logo.

**V. REPORTING AND RECORDKEEPING**

22. Within forty-five (45) days of the entry of this Consent Order, Respondents shall send a copy of the checks payable to Complainants, pursuant to Paragraph 16, to the attention of Sharon Swain, Regional Counsel, Office of General Counsel, and Carlos Osegueda, Regional Director, Fair Housing and Equal Opportunity, at their respective addresses below.
23. During the term of this Consent Order, Respondents shall notify Charging Party of any formal complaint filed against them with a local, state, or federal agency regarding equal opportunity in housing or discrimination in housing within ten (10) days of receipt of any such complaint. Respondents shall provide a copy of the complaint with the notification to Charging Party.
24. During the term of this Consent Order, Respondents shall maintain records regarding their implementation of the Policy, including their receipt and processing of reasonable accommodation requests.
25. Within one hundred and ten (110) days of the entry of this Consent Order, Respondents shall provide a copy of the notice sent to residents about the Policy, pursuant to Paragraph 18, and a copy of the notice that will be provided to new tenants, pursuant to Paragraph 18, to Charging Party.
26. Within ten (10) days after the completion of the Fair Housing Training required pursuant to Paragraph 19, Respondents shall submit the signed attendance list to Charging Party.
27. Respondents shall submit evidence of the completion of the annual and new employee training requirements in Paragraph 19 to Charging Party by December 1 of each calendar year, beginning on December 1, 2016.
28. Within forty-five (45) days of the entry of this Consent Order, Respondents shall submit a photograph to Charging Party showing that the Fair Housing Poster described in Paragraph 20 has been posted in the requisite location.

29. All required notifications and documentation of compliance must be submitted, by email, regular mail, or courier, to Charging Party as follows, unless otherwise indicated:

Sharon Swain  
Regional Counsel  
U.S. Department of HUD  
Office of General Counsel  
40 Marietta Street, SW  
Third Floor  
Atlanta, Georgia 30303  
Sharon.M.Swain@HUD.gov  
Kiara.B.Griggs@HUD.gov

Carlos Osegueda  
Regional Director  
U.S. Department of HUD  
Office of Fair Housing and Equal Opportunity  
40 Marietta Street, SW  
Sixteenth Floor  
Atlanta, Georgia 30303  
Carlos.Osegueda@HUD.gov  
Garian.D.Clark@HUD.gov

All correspondence and notifications to Respondents concerning any of the matters addressed herein must be submitted, by email, regular mail, or courier, to Respondents as follows, unless otherwise indicated:

William C. Collins, Jr.  
Burr & Forman LLP  
171 17<sup>th</sup> St., NW  
Suite 1100  
Atlanta, GA 30363  
wcollins@burr.com  
404-685-4266

Charles H. (Chip) Fife  
FifeCo Properties  
2964 Peachtree Road, NW  
Suite 326  
Atlanta, Georgia 30305  
cfife@fifecoproperties.com  
(404) 949-9009

**VI. COMPLIANCE**

30. Not more than once per year during the term of this Consent Order, Charging Party may review compliance with this Consent Order, subject to and in accordance with HUD regulations. Respondents agree to provide their reasonable cooperation in any compliance review undertaken by Charging Party to ensure compliance with this Consent Order.
31. Upon a breach of any provision of this Consent Order, Charging Party may refer this matter to the Department of Justice to petition the United States Court of Appeals for the Eleventh Circuit to enforce the Consent Order and for any other appropriate relief in accordance with 42 U.S.C. § 3612(j).

**VII. ADMINISTRATION**

32. This Consent Order shall remain in effect for a period of two (2) years from its effective date.
33. This Consent Order is entered pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.450. The effective date of the Consent Order shall be the date it becomes final, *i.e.*, upon the expiration of thirty (30) days from the date of its issuance, or affirmation by the Secretary within that time. 42 U.S.C. § 3612(h); 24 C.F.R. § 180.680(b)(2).
34. This Consent Order does not in any way limit or restrict Charging Party's authority to investigate any other complaints involving Respondents made pursuant to the Act, or any other complaints within Charging Party's jurisdiction.
35. The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30) day Secretarial review period, and a waiver of any right to challenge the validity of the Consent Order at any time.
36. The parties and counsel agree that in the interest of a prompt conclusion of this matter, the execution of this Consent Order may be accomplished by the parties' signatures on separate pages of this Consent Order, with the individual signature pages to be attached to the body of the Consent Order to constitute one document to be filed with the Office of Administrative Law Judges. Signatures of the parties to this Consent Order may be executed by way of facsimile or electronic transmission.

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VIII. AGREEMENT OF THE PARTIES

Hereby agreed and affirmed:

WITNESS, the Parties having set their hand and seal to the above stated Consent Order, this \_\_\_\_ day of December, 2015.

RESPONDENTS:

By: Lenox Woods Properties, I, L.P.	_____
Name: _____	Date
Title: _____	
Authorized person to bind said entity	
[CORPORATE SEAL]	

By: FifeCo Property Management, LLC	_____
Name: _____	Date
Title: _____	
Authorized person to bind said entity	
[CORPORATE SEAL]	

_____	_____
Kristopher Cochran	Date

_____	_____
Julie Poe	Date

Approved as to form:

BURR & FORMAN LLP



William C. Collins, Jr.  
Attorney for Respondents

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VIII. AGREEMENT OF THE PARTIES

Hereby agreed and affirmed:

WITNESS, the Parties having set their hand and seal to the above stated Consent Order, this 15 day of December, 2015.

RESPONDENTS:

[Signature]  
By: Lenox Woods Properties, I, L.P.  
Name: Charles M. Fife, III  
Title: Managing Partner  
Authorized person to bind said entity

12/15/15  
Date

[CORPORATE SEAL]  
[Signature]  
By: FifeCo Property Management, LLC  
Name: Charles M. Fife, III  
Title: Managing Member  
Authorized person to bind said entity

12/15/15  
Date

[CORPORATE SEAL]

\_\_\_\_\_  
Kristopher Cochran

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Poc

\_\_\_\_\_  
Date

Approved as to form:

BURR & FORMAN LLP

\_\_\_\_\_  
William C. Collins, Jr.  
Attorney for Respondents

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**VIII. AGREEMENT OF THE PARTIES**

**Hereby agreed and affirmed:**

**WITNESS**, the Parties having set their hand and seal to the above stated Consent Order, this \_\_\_\_ day of December, 2015.

**RESPONDENTS:**

\_\_\_\_\_  
By: Lenox Woods Properties, I, L.P.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Authorized person to bind said entity**

\_\_\_\_\_  
Date

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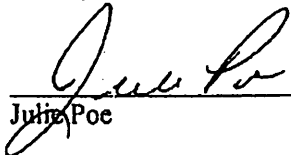
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By: FifeCo Property Management, LLC  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Authorized person to bind said entity**

\_\_\_\_\_  
Date

[CORPORATE SEAL]

\_\_\_\_\_  
Kristopher Cochran

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Julie Poe

\_\_\_\_\_  
Date 12-16-15

Approved as to form:

**BURR & FORMAN LLP**

\_\_\_\_\_  
William C. Collins, Jr.  
Attorney for Respondents

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VIII. AGREEMENT OF THE PARTIES

Hereby agreed and affirmed:

WITNESS, the Parties having set their hand and seal to the above stated Consent Order.  
this \_\_\_\_ day of December, 2015.

RESPONDENTS:

By: Lenox Woods Properties, I, L.P.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized person to bind said entity

\_\_\_\_\_  
Date

[CORPORATE SEAL]

By: FifeCo Property Management, LLC  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized person to bind said entity

\_\_\_\_\_  
Date

[CORPORATE SEAL]

  
\_\_\_\_\_  
Kristopher Cochran

12-15-2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Poe

\_\_\_\_\_  
Date

Approved as to form:

BURR & FORMAN LLP

\_\_\_\_\_  
William C. Collins, Jr.  
Attorney for Respondents

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IX. AGREEMENT OF THE PARTIES

COMPLAINANTS:

Helene Webster  
Helene Webster

12/16/15  
Date

Minnie Webster by Helene Webster as attorney-in-fact

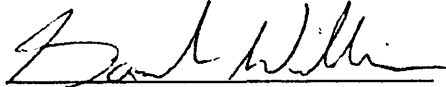
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Minnie Webster by Helene Webster  
as attorney-in-fact

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X. AGREEMENT OF THE PARTIES

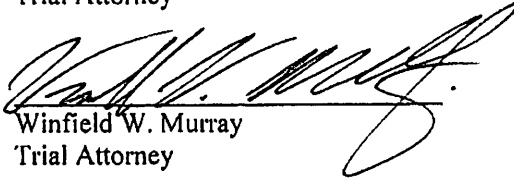
COUNSEL FOR THE CHARGING PARTY, U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT:



Samuel H. Williams  
Trial Attorney

12/16/15

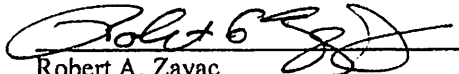
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Winfield W. Murray  
Trial Attorney

12/16/15

Date



Robert A. Zayac  
Associate Regional Counsel

12/15/15

Date


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**XI. ORDER OF THE COURT**

The hearing in this matter was scheduled for February 15, 2016. On December 17, 2015, the parties filed a motion for entry of this Initial Decision and Consent Order, incorporating the terms of their settlement agreement. The Court, after reading the agreement finds that it appears to be in the public interest. All parties have given their consent and signed the agreement incorporated in the foregoing Initial Decision and Consent Order, which is hereby accepted and issued.

So **ORDERED**, this 30<sup>th</sup> day of December, 2015.



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J. Jeremiah Mahoney  
Administrative Law Judge