

rehabilitation of any preexisting multi-family dwellings without first receiving Council approval (Ordinance SBPC # __-11-05, hereinafter “multi-family moratorium”). This moratorium lapsed in November 2006.

On March 7, 2006, the Council enacted an ordinance “placing a moratorium on single-family homes becoming rental properties until such time as the post Katrina real estate market in St. Bernard Parish stabilizes.” (Ordinance SBPC # 643-03-06 (hereinafter “single-family rental moratorium”)).

On July 6, 2006, the Council passed another ordinance governing rentals of single-family residences. This ordinance allowed owners to rent their single-family dwellings but required them to obtain a conditional use permit from the Parish (Ordinance SBPC #661-07-06 (hereinafter “single-family conditional use permit ordinance”)).

On September 19, 2006, the Council passed an ordinance that stated: “No person . . . shall rent, lease, loan, or otherwise allow occupancy or use of any single-family residence located in an R-1 zone by any person or group of persons, other than a family member(s) related by blood within the first, second or third direct ascending or descending generation(s), without first obtaining a Permissive Use Permit from the St. Bernard Parish Council.” (Ordinance SBPC #670-09-06, hereinafter “blood relative ordinance.”) The Parish allowed for certain exceptions to the blood relative ordinance. Specifically, owners who were renting their properties at the time of the hurricane were allowed to re-rent them, and certain properties held by non-profit organizations were exempted from the requirement.

Plaintiff Rodrigue owns one four-plex building and three single-family residences in the Parish. Before the hurricane, he lived in one of the single-family residences with his wife. He received the two other single-family residences from his mother, who has since passed, and he

was in the process of renovating these properties to bring them up to code. He and his family, like most residents of St. Bernard, were forced to evacuate the Parish when the hurricanes hit. Because he lived through and was deeply affected by the hurricanes' destruction, Plaintiff Rodrigue has a strong desire to be able to provide individuals displaced by the hurricanes the opportunity to find quality housing regardless of their race.

Pursuant to requirements of the multi-family moratorium, Mr. Rodrigue applied for a permit to rehabilitate his four-plex in January 2006. The Parish denied this application in September 2006. Because of the single-family rental ordinances, Mr. Rodrigue could not rent his single-family properties after the storm. Mr. Rodrigue contacted GNOFHAC about the ordinances, and GNOFHAC monitored the activities of St. Bernard Parish, researched the effects of these rental ordinances on minorities, and engaged in education efforts to inform the public about these ordinances and their impacts on the availability of housing for minorities.

In October 2006, Plaintiffs instituted this suit, alleging that these ordinances were enacted with the intent and effect of discriminating against minorities, including those displaced from the hurricanes, in violation of the Fair Housing Act of 1968 as amended, 42 U.S.C. § 3601 et seq; 42 U.S.C. §§ 1981, 1982, and 1983. Plaintiffs alleged that, according to the most recent census data, the vast majority (88%) of residents in St. Bernard Parish are white, while African Americans constitute only 7.6% of the parish population, and that, in contrast, St. Bernard Parish's immediate neighbor, Orleans Parish, is majority-minority, with African Americans constituting 67.3% of the Orleans Parish population. Plaintiffs further alleged that within St. Bernard Parish, white individuals own 93% of all owner-occupied housing, and 79% of white residents live in owner-occupied housing. African Americans own only 4.5% of owner-occupied households, and minorities rely much more heavily on rental properties, with nearly half (45%)

of African Americans in rental units.

Plaintiffs further alleged that African Americans constituted a substantially disproportionate share of the population that was displaced by the hurricanes and therefore had, and continues to have, a great need for rental housing. An estimated 272,000 of those displaced by Hurricane Katrina in Orleans Parish are African-American, accounting for 73% of the population in the parish affected by the hurricane. Plaintiffs alleged that St. Bernard Parish enacted the multi-family moratorium, single-family rental moratorium, single-family conditional use permit ordinance, and blood relative ordinance after the hurricanes with the discriminatory purpose and effect of perpetuating segregation in the Parish and preventing African Americans from moving into the Parish after the hurricanes.

St. Bernard Parish denied that the ordinances were enacted with the discriminatory intent or effect of excluding minorities. St. Bernard Parish maintained that the ordinances were passed in order to stabilize the real estate market after the hurricanes.

In November 2006, Plaintiffs filed a motion for preliminary injunctive relief to stay the operation of the blood relative ordinance. In January 2007, St. Bernard Parish rescinded the single-family rental moratorium, the single-family conditional use permit ordinance, and the blood relative ordinance. On January 4, 2007, St. Bernard Parish enacted Ordinance SBPC # 697-12-06, which requires, with certain exceptions, a landlord of a single-family residence located in an R-1 zone to receive a permissive use permit prior to renting the property. In August 2007, the Parish established criteria to evaluate permissive use permit applications for single-family rentals in R-1 zones in the Parish pursuant to Ordinance # 697-12-06 (hereinafter “single-family rental permit criteria”).

WHEREAS, Defendants have at all times denied Plaintiffs' claims of discrimination, and both the Defendants and Plaintiffs recognize the ultimate result of this litigation cannot be predicted with certainty;

WHEREAS, Plaintiffs and Defendants, having carefully and amicably considered the issues of damages, costs, fines, attorneys' fees, and affirmative injunctive relief sought by Plaintiffs, agree that such issues should be resolved without further litigation;

WHEREAS, Plaintiffs acknowledge that Defendants understand the need for and believe in a policy of non-discrimination in housing and further acknowledge that the agreement herein is motivated by the desire of both Plaintiffs and Defendants to assure that the goal of non-discrimination in the rental of housing is achieved; and

WHEREAS, by agreeing to this Consent Order, the Defendants do not admit any liability to Plaintiffs;

It is, therefore, mutually agreed between Plaintiffs and Defendants, subject to the approval of the Court, as follows:

**SECTION I:
GENERAL AGREEMENT**

1. The parties acknowledge that this Consent Order is a voluntary and full resolution of the litigation, and they have each consulted with their respective counsel regarding its terms.

2. Nothing contained in this Consent Order nor the facts of its negotiation or execution is deemed to be, nor shall it be construed or said to be, an admission by any of the Defendants of discrimination against Plaintiffs or any other person because of such person's race, color, national origin, or any other characteristic in respect to which discrimination is prohibited.

3. This Consent Order will be effective on the date on which it is entered by the Court (“Effective Date”).

4. The terms of this Consent Order shall apply to St. Bernard Parish, its officials, agencies, commissions, and employees.

5. St. Bernard Parish’s obligations described herein shall begin on the Effective Date and continue for a period of three years from that date.

6. The parties agree that the case shall be dismissed with prejudice upon the entry of the order making a final determination of Plaintiffs’ attorneys’ fees and costs, as set forth below in Section V, subject to Plaintiffs’ right to seek the enforcement of the Consent Order at any time within the three-year period of the Consent Order.

7. Should any payment pursuant to this Consent Order not be tendered on the day that it is due, St. Bernard Parish acknowledges and agrees that Plaintiffs have the right to seek immediate enforcement of the monetary provisions of this Consent Order by this Court.

8. This Consent Order may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall constitute a complete executed Consent Order.

**SECTION II:
INJUNCTIVE RELIEF**

9. St. Bernard Parish, on behalf of itself and its officials, agencies, commissions, and employees, are enjoined from violating the terms of the federal Fair Housing Act, and 42 U.S.C. §§ 1981, 1982, and 1983. Specifically, St. Bernard Parish agrees that it shall not:

A. Refuse to rent a dwelling unit, or otherwise make unavailable or deny a dwelling unit, to any person because of race or national origin;

B. Deny minority citizens the same rights as are enjoyed by white citizens to make and enforce contracts;

C. Deny minority citizens the same rights as are enjoyed by white citizens to lease, hold and otherwise enjoy real property;

D. Deny any person equal protection of the law by discriminating on the basis of race and national origin in the leasing of real property; and,

E. Retaliate against Plaintiffs or any other person who alleges that Defendants have violated the Fair Housing Act, 42 U.S.C. § 3601 et seq.

10. Consistent with the above injunction, St. Bernard Parish has rescinded the blood relative ordinance and shall be permanently enjoined from re-enacting the blood relative ordinance.

11. St. Bernard Parish further agrees to provide GNOFHAC with (1) a complete copy of all applications for a permissive use permit to rent a single-family residence made pursuant to Ordinance # 697-12-06, or any amendments thereto, and (2) a list of the dates for all meetings at which such applications shall be considered, including hearings before the St. Bernard Planning Commission and St. Bernard Council. The parties have agreed that GNOFHAC will send St. Bernard Parish a letter once a month requesting a copy of all such applications and a list of relevant dates. Attached as Exhibit 1 is a copy of the letter that will be sent to St. Bernard Parish. St. Bernard Parish agrees that GNOFHAC shall receive a copy of the single-family rental applications and the list of relevant meeting dates before any hearings on such applications take place.

**SECTION III:
TERMS OF DECREE & RETENTION OF JURISDICTION**

12. Defendants' obligations described herein shall continue for a period of three years, and the Court shall retain continuing jurisdiction for the three-year period.

13. For the three-year period in which this Consent Order is in effect, the parties to the Order will endeavor in good faith to resolve informally any differences regarding the interpretation and compliance with this Order prior to bringing such matters to the Court for resolution.

**SECTION IV:
MONETARY PAYMENT TO PLAINTIFFS**

14. Defendants hereby agree to pay a total of \$32,500 to Plaintiffs in Settlement of their claims for damages. The payment shall be made within twenty (20) days of the Effective Date of this Order in the form of a check made payable to Relman & Dane PLLC, and delivered by overnight mail to 1225 19th Street, NW, Suite 600, Washington, D.C. 20036.

15. Settlement funds referred to in Paragraph 14 above shall be distributed to Plaintiffs as follows:

- A. Greater New Orleans Fair Housing Action Center: \$20,000.00
- B. Wallace Rodrigue : \$12,500.00

**SECTION V:
COSTS AND ATTORNEYS' FEES**

15. The parties agree that Plaintiffs shall submit their request for attorneys' fees and costs to the Honorable Sally Shushan, U.S. Magistrate Judge for resolution. Plaintiffs' fee petition shall be due on or before February 22, 2008; Defendants' opposition to the petition must be filed by March 28, 2008; and any reply shall be submitted by April 11, 2008. (Order, Docket No. 102, Feb. 11, 2008.) The parties further agree that either party may appeal Judge Shushan's

ruling with respect to Plaintiffs' fees and costs to the Honorable Helen Berrigan, U.S. District Judge. The parties agree that Judge Berrigan's ruling shall be final and shall not be subject to any further appeals.

16. Payment of any fees and costs ordered by the Court shall be received by Plaintiffs' counsel within twenty (20) days of the date of the Court's final order.

**SECTION VI:
MUTUAL RELEASE**

17. In consideration of the mutual promises, covenants and undertakings described herein, and upon complete satisfaction of the terms herein, Plaintiffs and Defendants, and their predecessors, successors, assigns, agents, heirs, executors, administrators, representatives, members, officials, agencies, commissions, and employees, hereby release each other, and their predecessors, successors, assigns, agents, heirs, executors, administrators, representatives, members, officials, agencies, commissions, and employees from all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses, damages, actions and causes of action, of whatsoever kind or nature, under any theory of law, whether now known or unknown, suspected or unsuspected, previously asserted or presently unasserted, fixed or contingent, which they have had, now have, or may have, based on or arising out of the facts alleged in the litigation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PLAINTIFFS	DEFENDANTS
<p><u>s/ James Perry</u> James Perry, Executive Director on behalf of the Greater New Orleans Fair Housing Action Center Date: <u>2/8/2008</u></p> <p><u>s/ Wallace Rodrigue per email author.</u> Wallace Rodrigue Date: <u>2/19/2008</u></p>	<p><u>s/ Craig Taffaro</u> Craig Taffaro, Parish President on behalf of St. Bernard Parish Date: <u>2/14/2008 per email author. through counsel</u></p>

ATTORNEYS FOR PLAINTIFFS	ATTORNEYS FOR DEFENDANTS
<p><u>s/ John P. Relman</u> John P. Relman Mary J. Hahn RELMAN & DANE PLLC 1225 19th Street, NW, Suite 600 Washington, DC 20036 (202) 728-1888 Date: <u>2/8/2008</u></p> <p><u>s/ Lucia Blacksher</u> M. Lucia Blacksher (LA Bar No. 26605) GREATER NEW ORLEANS FAIR HOUSING ACTION CENTER, INC. 228 St. Charles Avenue, Suite 1035 New Orleans, LA 70130 (504) 596-2100 Date: <u>2/8/2008</u></p>	<p><u>s/ James Holmes</u> James Holmes (LA Bar No. 20571) CHRISTOVICH & KEARNEY, L.L.P 601 Poydras Street Suite 2300 New Orleans, LA 70130 (504) 561-5700 Date: <u>2/8/2008</u></p> <p><u>s/ David Paysee</u> David Paysse (LA Bar No. 10362) Alan Abadie (LA Bar No. 18749) St. Bernard Parish 8201 W. Judge Perez Dr. Chalmette, LA 70043 (504) 278-4228 Date: <u>2/8/2008 per email authorization of co-counsel</u></p>

<p><u>s/ Joseph D. Rich</u> Joseph D. Rich Nicole Birch LAWYERS' COMMITTEE FOR CIVIL RIGHTS UNDER LAW 1401 New York Avenue NW Suite 400 Washington, DC 20005 (202) 662-8600 Date: <u>2/8/2008</u></p>	<p><u>s/ Francis B. Mulhall</u> Francis B. Mulhall (LA Bar No. 17502) 3900 N. Causeway Boulevard Suite 1470 Metairie, LA 70002 (504) 836-7536 Date: <u>2/8/2008 per email authorization of co-counsel</u></p>
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IT IS SO APPROVED AND ORDERED.

This 27th day of February, 2008.


The Honorable Helen Ginger Berrigan
United States District Judge