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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF OREGON**

**UNITED STATES OF AMERICA,** )  
 )  
**Plaintiff,** )  
 )  
**TIFFANIE ALVERA,** )  
 )  
**Plaintiff-Intervenor** )  
 v. )  
 )  
**THE C.B.M. GROUP, INC., KAREN** )  
**MOCK, INEZ CORENEVSKY,** )  
**CREEKSIDE VILLAGE APARTMENTS,** )  
**EDWARD MACKAY, and DORIAN** )  
**MACKAY,** )  
 )  
**Defendants.** )

Civil No. 01-857-PA

**CONSENT DECREE**

1. The United States filed this action on June 8, 2001, on behalf of Tiffanie Alvera, pursuant to Section 812(o) of the Fair Housing Act, 42 U.S.C. §3612(o). On July 10, 2001, Ms. Alvera intervened in the action, as provided for by 42 U.S.C. § 3612(o)(2). Ms. Alvera’s Complaint in Intervention raises claims under the Oregon fair housing statute, O.R.S. 659.033, as well as the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* and also alleges that Defendants committed the state-law tort of intentional infliction of emotional distress. Defendants have denied these allegations.

2. Plaintiff/Intervenor Alvera was formerly a tenant in the Creekside Village Apartments (“Apartments”), located in Seaside, Oregon. Each of the Defendants is, or was, involved in the ownership or management of the Apartments. Creekside Village

Apartments (“CVA”), a California limited partnership, is the owner of the Apartments; Edward and Dorian Mackay are the general partners in CVA. The C.B.M. Group (“C.B.M.”), a California corporation, manages the Apartments; the defendants Edward and Dorian Mackay own an interest in C.B.M. The remaining Defendants are or were employed by C.B.M.; Karen Mock was the resident manager of the Apartments, and Inez Corenevsky was Supervising Property Manager at the time and is currently an employee of C.B.M. Ms Corenevsky was Ms. Mock’s supervisor.

3. The United States and Ms. Alvera (hereinafter collectively “Plaintiffs”), allege that in August of 1999, Ms. Alvera’s husband, while residing with her at the Apartments, physically assaulted her. Ms. Alvera promptly applied to the Clatsop County Circuit Court for, and was granted, a restraining order barring her husband from further contact with her. Ms. Alvera furnished a copy of this order to Defendant Mock. Despite their knowledge of the order, Defendants served on Ms. Alvera a notice of eviction. Defendants took this action pursuant to an asserted policy of evicting a tenant if the tenant, or any person “under the tenant’s control,” commits an act of violence on the premises of the Apartments. Defendants subsequently refused to accept Ms. Alvera’s rent, and denied her request to transfer to a one-bedroom apartment. Ms. Alvera was never evicted under the aforementioned policy, and the Defendants ultimately rented a one-bedroom apartment to Ms. Alvera.

4. Plaintiffs allege that by seeking to evict Ms. Alvera because she had been a victim of domestic violence, and imposing different terms and conditions on her tenancy, Defendants discriminated against her on the basis of sex, in violation of Section 804 of the Fair Housing Act, 42 U.S.C. §3604. Defendants deny plaintiff's allegations.

5. Defendants deny that Ms. Alvera was discriminated against. Defendants deny she suffered damages and deny that she has any claim for relief.

6. The parties desire to avoid costly and protracted litigation and agree that this action should be resolved by settlement, without a trial or other evidentiary hearing. Accordingly, the parties agree to the entry of this Consent Decree, as indicated by the signatures appearing below. By entering into this Decree, Defendants do not admit violating any statute or the committing of any tort against the Plaintiff Intervenor.

#### **PURPOSES OF THIS DECREE**

7. The parties have agreed to the entry of this Decree for the following purposes:

a. To ensure, by the specific means set forth herein, that C.B.M. Group does not, at any rental property owned or managed by any of them, evict, or otherwise discriminate against tenants because they have been victims of domestic violence; and

b. To ensure that defendants, Edward and Dorian MacKay, will comply with paragraphs 14, 15, and the training set forth in paragraph 16 herein of this Consent Decree.

c. With respect to Defendants Karen Mock and Inez Corenevsky, this consent decree shall not apply to them individually. However, they shall comply and be bound with the terms of this consent decree at all times that they are an officer, agent, or employee of Defendant, C.B.M.

d. To provide compensatory relief to Ms. Alvera for the injuries she believes she has suffered as a result of Defendants' conduct; and

e. To allow Plaintiff-Intervenor to apply to the Court for reasonable attorneys fees and cost for this litigation. Legal Aid Services of Oregon does not seek or claim any portion of the attorneys' fees and no part of any award of attorneys' fees should be payable to, given, or retained, by Legal Aid Services of Oregon or its employees.

#### **GENERAL NONDISCRIMINATION PROVISIONS**

8. Defendants, their employees, agents, assigns, are hereby enjoined from:

a. Taking any action directed to the eviction of any person on the basis that such person has been the victim of violence, including domestic violence, initiated by another person, whether or not such person is residing in the tenant's household; or

b. Discriminating in any way against a person in the terms, conditions or privileges of his or her tenancy on the basis that such person has been the victim of violence, including domestic violence, initiated by another person, whether or not such a person is residing in the tenant's household; or

c. Taking any other action in violation of the Fair Housing Act, 42 U.S.C. §§ 3601-3619.

**COMPENSATORY RELIEF**

9. Plaintiff intervenor Tiffanie Alvera and the Defendants have agreed to a full and final settlement of any and all claims, known or unknown, made or that could be made by her against Defendants including any claims in connection with the transactions or occurrences referenced in this action, including any and all claims for compensatory damages. The terms of the agreement with Tiffanie Alvera are contained in a separate document that shall remain confidential.

10. Pursuant to 42 U.S.C. §3612(3)(p), the Federal Rules of Civil Procedure and the Local Rules of this Court, Plaintiff Intervenor may seek reasonable attorney fees and costs and the Defendants may file objections as to Plaintiff-Intervenor's entitlement to, and amount of, attorney fees and costs. The parties agree to be bound by any award of attorney fees and costs which may be ordered by the Court in a final order.

11. In consideration of Defendants fulfillment of the obligations set forth in the confidential agreement, regarding compensation, any attorney fees the Court may order, and the parties' agreement to the terms of this Consent Decree, Ms. Alvera, as part of her obligations set forth in the confidential agreement, shall execute and deliver to the Defendants a full release.

### **OTHER RELIEF**

12. C.B.M., through their employees, agents, assigns, shall take the following measures in order to ensure compliance with all state and federal fair housing laws and to ensure that, in the future, all residential rental properties owned or operated by C.B.M. will be made available for rental on an equal basis and under the same terms and conditions to all persons.

a. Within thirty (30) working days from the entry of this Decree, C.B.M. shall notify all employees having any responsibility for the management of any residential rental property owned or operated by C.B.M. that it is not the policy of C.B.M. to take any action which is contrary to paragraph 8 a and b above. Such notification shall be made in writing and consistent with paragraph 8 a and b above.

b. Within thirty (30) days from the date of entry of this Decree, Defendant C.B.M. shall review all manuals, handbooks, policy directives or other documents currently furnished to employees of any residential rental property owned or operated by Defendant C.B.M. For each such document which discusses procedures relating to eviction of tenants, C.B.M. shall draft a revision which states unambiguously that it is not the policy of C.B.M. to take any action which is contrary to paragraphs 8 a and b above..

c. Upon completion of the process described in paragraph 12 b, but in no event later than thirty (30) days from the entry of this Decree, C.B.M. shall furnish

to the United States Attorneys Office <sup>1</sup>a copy of each document , that it proposes to revise, with a cover letter calling attention to each of the pertinent revisions.

d. On receiving the documents referred to in the preceding paragraph, the United States Attorney shall review such documents. If the United States Attorney believes that any of the revisions are inconsistent with the objectives of this Decree, they shall, within thirty (30) days of receipt, inform counsel for C.B.M. of the nature of their concerns. If such concerns are raised, the United States and C.B.M. shall seek in good faith to resolve any disagreements by consent including mediation. If agreement cannot be reached, the United States or C.B.M. may submit the matter to the Court for resolution.

e. On obtaining the consent of the United States Attorney, or after thirty (30) days have elapsed without the United States Attorney raising an objection to the proposed revisions, C.B.M. shall promptly disseminate the revised documents to all employees affected thereby, and shall call the revisions to the attention of each such employee by appropriate means.

f. During the life of this Decree, C.B.M. shall not issue any guidance to employees that changes the policy described in paragraph 12(b) above, without having

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<sup>1</sup>Assistant United States Attorney Ronald K. Silver is designated as plaintiff's counsel for all notification and enforcement purposes of the Consent Decree. The Civil Chief, United States Attorney's Office may designate a successor. The United States Attorney's Office shall contact Defendant's counsel if any change is made.



first obtained the consent of the United States Attorney in accordance with paragraphs 12(d) and (e) above.

13. Defendant C.B.M. shall, within thirty (30) days after the entry of this Decree, post in each residential rental property which it manages, a notice to tenants informing them that it is not the policy of C.B.M. to take any action in violation of paragraphs 8 a and b above. Such notice shall be prominently posted in a portion of the rental office accessible to tenants, unless C.B.M. maintains at some other location on the property a bulletin board that is used to disseminate information to tenants. In the latter case, the notice shall be posted on that bulletin board.

14. In the event that the Defendants Edward and Dorian Mackay, or either of them, during the life of this Decree, contract with an entity other than C.B.M. to manage any property currently owned or operated by the C.B.M., they shall, as a term of the management contract, require such entity to comply with all provisions of this Decree including the requirements placed upon C.B.M.

15. Within thirty (30) days of any such change of management, the McKays shall provide the United States Attorney with the following information:

a. the identity of the new management entity and the name and telephone number of the person responsible for continuing compliance with the objectives of this Decree; and

b. a copy of the portion of the management contract which imposes the obligation to comply with the provisions of this Decree.

16. Within 180 days after the entry of this decree, the Defendants, resident managers, assistant managers, and all other employees of the Creekside Village Apartments and CBM Group, Inc. shall attend a program of educational training concerning their responsibilities under federal, state, and local Fair Housing laws, regulations and ordinances. This provision does not apply to Karen Mock and other former employees of C.B.M. Any expenses associated with said educational program(s) shall be borne by C.B.M.. Within 30 days from the date of the training, C.B.M. shall provide the following information to Ms. Judith Keeler, Director, Region X, Office of Fair Housing and Equal Opportunity, (or her successor) and to the United States Attorney:

- a. List of attendees
- b. Copy of the curriculum
- c. Date, location and duration of the training
- d. Name and office address of the Fair Housing Trainer.

#### **RECORD KEEPING AND REPORTING**

17. For the life of this Decree, Defendant C.B.M. shall collect and maintain at a central location copies of all documents pertaining to the eviction of any tenant, at any residential rental property which C.B.M. manages, for any reason other than non-payment of rent. Upon reasonable prior notice in writing of at least 72 hours, the United States

Attorney shall be permitted to inspect and copy any such documents; provided, however, that counsel shall seek in good faith to minimize any inconvenience to C.B.M. or its employees from such inspection. Should the United States Attorney seek to inquire further into the circumstances of any such eviction, C.B.M. shall cooperate with the inquiry.

18. For the life of this Decree, C.B.M., after serving notice of termination against any tenant at any property that it manages, because of acts of violence committed by any person associated with the tenant, shall promptly notify the United States Attorney of the circumstances leading it to take such action. Such notification shall occur no later than 72 hours after serving the notice of termination. Such notification will be by facsimile if practical. Should the United States Attorney seek to inquire further into the circumstances of any such eviction, C.B.M. shall cooperate with the inquiry.

### **ENFORCEMENT**

19. This action is dismissed with prejudice. The consent decree shall be for a period of no more than five (5) years from the date the Court signs this decree. At the expiration of the five years the Consent Decree shall automatically terminate without need of further Order of the Court or action by either defendants or the United States.

20. The United States, and Defendant C.B.M. shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution including mediation.

However, in the event of a failure by Defendants, whether willful or otherwise, to act in accordance with this Consent Decree, the United States Attorney 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 costs.

21. The Court shall retain jurisdiction to enforce the terms of this Decree, with the exception that if the catch all provisions of paragraph 8c. alone are involved the Court shall not retain jurisdiction or enforcement. Defendants understand that in the event that the Defendants fail to comply with any provision of this Decree and the United States obtains a judicial order establishing such noncompliance, the United States may notify Oregon Housing and Community Services of the noncompliance. See 26 U.S.C. §42(m)(1)(B)(iii). The parties agree that the authority for enforcing the provisions of this Consent Decree rest solely with the United States Attorney and the United States Department of Justice, acting on behalf of the United States. Plaintiff Intervenor shall have no standing in the enforcement of this Consent Decree either individually through the United States or as an intervenor.

It is so ORDERED, ADJUDGED, and DECREED this 5 day of Nov, 2001.

  
UNITED STATES DISTRICT JUDGE

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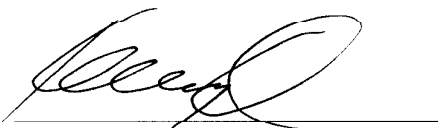
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Agreed to by the parties as indicated by the signatures below.

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MITCHELL, LANG & SMITH



W. KELLY OLSON

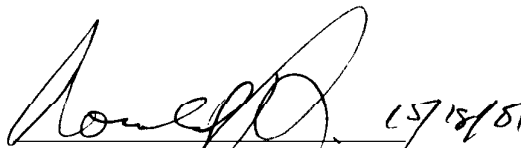
Attorney for CBM Group, et al.

Date: 10/17/2001

For the Plaintiffs:

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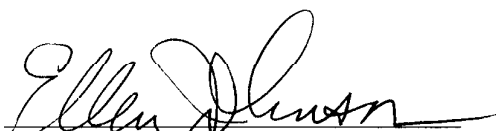
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For the Plaintiffs-Interveners:

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ELLEN JOHNSON

Attorney for Tiffanie Alvera

Date: 10-18-01