



VOLUNTARY COMPLIANCE AGREEMENT/CONCILIATION AGREEMENT

Between

**The U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity**

And

NAME REDACTED and NAME REDACTED

And

Cushing Housing, Inc.

Under

**Title VI of the Civil Rights Act of 1964
HUD Case No. 06-17-8923-6**

And

**Title VIII of the Civil Rights Act of 1968
HUD Case No. 06-17-8923-8**

I. PARTIES AND JURISDICTION

1. The Parties to this Voluntary Compliance Agreement/Conciliation Agreement (hereinafter “Agreement”) are the U.S. Department of Housing and Urban Development (HUD), **NAME REDACTED** and **NAME REDACTED** (Complainants), **NAME REDACTED** (**NAME REDACTED**), and Cushing Housing Inc., (“Cushing Housing”).¹
2. Complainants are individuals who resided at Cimarron Towers, a multi-unit development located in Cushing, Oklahoma (hereinafter “the Property”). Complaints were discriminated against based on race when Cushing Housing and its property manager, Oklahoma Property Management, Inc., (“OPMI”), failed to respond to known serious racial harassment. Complainant **NAME REDACTED** was also retaliated against after informing Cushing Housing and OPMI of the harassment.
3. Cushing Housing is a single purpose nonprofit that owns the Property. OPMI managed Cimarron Towers for Cushing Housing from January 2006 until January 2017. The Property has been funded under two HUD programs: the Section 202 program and the Section 8 project-based rental assistance program. Cushing Housing and OPMI, (collectively “Recipients”) are required to comply with Title VI because they are a recipient and subrecipient respectively of Federal financial assistance from HUD, as defined at 24 C.F.R. § 1.2(f), and are subject to the provisions of Title VI of the Civil Rights Act of 1964. Recipients are required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act).
4. **NAME REDACTED** is an aggrieved individual that was in a relationship with Complainant **NAME REDACTED**. **NAME REDACTED** was discriminated against based on his race at Cimarron Towers when Cushing Housing and OPMI failed to respond to known serious racial harassment directed at him.

II. BACKGROUND

5. This Agreement resolves HUD’s Letter of Findings dated October 26, 2022, which found that Recipients violated Title VI by failing to adequately respond to known serious racial harassment. As detailed in its findings, HUD also found that Recipients retaliated against **NAME REDACTED** for reporting the harassment and seeking action by Recipients to address it.

¹ OPMI, the property management company, Jessica Scruggs, and Kim Pyle were also named as additional Respondents in the Fair Housing Act complaint. Both individuals were employees of OPMI and were acting within the scope of their employment on behalf of Cushing Housing. Therefore, Cushing Housing is the only named respondent in this agreement and this Agreement resolves the complaint as to the individuals unless specified elsewhere in this agreement.

6. The Parties enter into this Voluntary Compliance Agreement (“VCA”)-Conciliation Agreement (“CA”) to voluntarily resolve the findings identified in the Letter of Findings pursuant to Title VI and to resolve Complainants’ Fair Housing Act complaint. *See* 24 C.F.R. § 1.7(d)(1); 24 C.F.R. part 103, subpart E. To resolve HUD case numbers 06-17-8923-6 (Title VI) and 06-17-8923-8 (Title VIII), Cushing Housing agrees to provide the relief specified herein including to the Complainants in the amount of \$125,000 each, and to **NAME REDACTED** in the amount of \$50,000, for a total of \$300,000.
7. Complainants hereby forever waive, release, and covenant not to sue HUD or Cushing Housing, their members, partners, officers, heirs, executors, assigns, successors, agents, employees, insurers, and attorneys with regard to any and all liability, claims, causes of action, damages, injuries, attorney’s fees, costs, expenses, or demands of whatever natures, in law or in equity, whether presently known or unknown, HUD Case No. 06-17-8923-6 (Title VI), HUD Case No. 06-17-8923-8 (Title VIII), or any federal civil rights claim which could have been filed in any action or suit arising from said subject matter. This does not apply to any rights arising from the Recipients’ failure to comply with the terms of this Agreement, or to future complaints arising from different facts, or to matters of compliance which may be pending with HUD.
8. Cushing Housing hereby forever waive, release, and covenant not to sue HUD or the Complainants, **NAME REDACTED**, their heirs, executors, assigns, successors, agents, employees, insurers, and attorneys with regard to any and all liability, claims, causes of action, damages, injuries, attorney’s fees, costs, expenses, or demands of whatever natures, in law or in equity, whether presently known or unknown, HUD Case No. 06-17-8923-6 (Title VI), HUD Case No. 06-17-8923-8 (Title VIII), or any federal civil rights claim which could have been filed in any action or suit arising from said subject matter.
9. Nothing in this Agreement shall preclude HUD from pursuing any additional actions against OPMI and its members, partners, officers, heirs, executors, assigns, successors, agents, employees, arising from this subject matter, as is necessary to effectuate compliance with fair housing and civil rights laws, including pursuant to HUD’s Title VI regulations at 24 C.F.R. part 1.

III. DEFINITIONS

10. This Agreement incorporates by reference all definitions under HUD’s Title VI regulations at 24 C.F.R. part 1 as well as the Fair Housing Act and its implementing regulations at 24 C.F.R. part 100, as such definitions exist as of the effective date of this agreement and as amended.
11. The following terms are defined as follows:

- a. **Days:** refers to calendar days.
- b. **Effective Date:** refers to the date of the last signature made in Section IX.

IV. TERM OF AGREEMENT

- 12. This Agreement shall be in effect beginning from the Effective Date until the total relief specified in Section VI is provided to Complainants **NAME REDACTED** and **NAME REDACTED** and to **NAME REDACTED**.

V. REMEDIAL ACTIONS

A. NON-DISCRIMINATION

- 13. Recipients shall not discriminate in violation of the Fair Housing Act and HUD's implementing regulations at 24 C.F.R. Part 100. HUD's Fair Housing Act regulations provide that it shall be unlawful, because of race, color, religion, sex, disability, familial status, or national origin, to engage in any conduct relating to the provision of housing or of services and facilities in connection therewith that otherwise makes unavailable or denies dwellings to persons. *See* 24 C.F.R. §100.70(b).
- 14. Recipients acknowledge that it is unlawful to impose different terms, conditions or privileges relating to the sale or rental of a dwelling or to deny or limit services or facilities in connection with the rental of a dwelling. *See* 24 C.F.R. §100.65(a).
- 15. Recipients shall not discriminate in violation of Title VI and HUD's implementing regulation at 24 C.F.R. Part 1. HUD's Title VI regulations provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity to which part 1 applies. *See* 24 C.F.R. §1.4(a).
- 16. Recipients shall not, directly or through contractual or other arrangements, on the ground of race, color or national origin deny a person housing, accommodations, facilities, services, financial aid, or other benefits provided under the program or activity. *See* 24 C.F.R. §1.4(b)(1).

17. Recipients shall not directly or through contractual or other arrangements, on the ground of race, color or national origin provide any housing, accommodations, facilities, services, financial aid, or other benefits to a person which are different, or are provided in a different manner, from those provided to others under the program or activity; or subject them to separate treatment in any matter related to their receipt of housing, accommodations, facilities, services or benefits under the program or activity; or restrict a person in any way in access to such housing, accommodations, facilities, services, benefits, or in the enjoyment of any advantage or privileged enjoyed by others in connection such housing, accommodations, facilities, services, financial aid, or other benefits under the program or activity. *See* 24 C.F.R. §1.4(b)(1)(ii, iii & iv).
18. Recipients shall not intimidate, threaten, coerce, or retaliate against any person, because that person asserted rights under Title VI or the Fair Housing Act or has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI or the Fair Housing Act. *See* 24 C.F.R. §§ 100.65(b)(7) & 1.7 (e); 24 C.F.R. § 100.400(b).

B. ANTI-HARASSMENT POLICY

19. Within thirty (30) days of the Effective Date of this Agreement, the Cushing Housing shall provide HUD, for its review and approval, a newly drafted written “Anti-Harassment” policy for how it will expeditiously respond to known harassment based on any protected characteristic under Title VI or Title VIII at the Property. Cushing Housing may, subject to review and approval by HUD, include the Anti-Harassment policy as a component of its Civil Rights Policy, required by Section C of this Agreement.
20. The Anti-Harassment policy will, at minimum:
 - a. Detail prohibited forms of harassment based upon any protected characteristic;
 - b. Detail a formal complaint process to enable tenants, guests, and prospective tenants to submit complaints of harassment;
 - c. Detail the actions that Cushing Housing shall take to expeditiously investigate complaints of harassment;
 - d. Detail how Cushing Housing will notify current and prospective tenants that engaging in harassment is grounds for lease termination;
 - e. Detail how Cushing Housing will notify current and prospective employees that engaging in harassment, failing to report known harassment, and aiding and abetting tenant on tenant harassment are grounds for termination of employment;

- f. Detail a process by which Cushing Housing will adjudicate complaints of harassment;
 - g. Detail the steps and actions Cushing Housing will take to effectively respond to and halt harassment, including, where necessary, evicting the perpetrators of harassment; and
 - h. Include the necessary contact information to provide to tenants who believes that their civil rights have been violated so that they may submit a complaint to HUD's Office of Fair Housing and Equal Opportunity.
21. Within fifteen (15) days of receipt, the Department shall review and make comments on the Anti-Harassment policy and may approve or disapprove that policy. If disapproved, Cushing Housing shall have ten (10) days within which to resubmit its revised policy. Once approved by the Department, Cushing Housing shall have twenty (20) days from the date of approval of the policy to implement the policy.
22. The policy must include two contact persons and their contact information to whom tenants can report harassment. At least one of those persons shall be associated with Cushing Housing that is responsible for supervising the on-site property manager and/or managing agent. During the term of the Agreement, any change to the contact information shall be provided to HUD within thirty (30) days of the change.
23. Within forty (40) days of approval of the revised policy, Cushing Housing shall provide a copy and training to its officers, directors, agents (including contractors), private management agents/companies, employees and successors or assigns on the new Anti-Harassment policy.
24. This policy shall be provided to any new officers, directors, agents (including contractors), private management agents/companies, employees, and successors or assigns. Training shall also be provided to these persons within ten (10) business days of the initiation of employment or other engagement of service.
25. On an annual basis, Cushing Housing shall provide training on its Anti-Harassment policy to its officers, directors, employees, staff, and agents.
26. The Anti-Harassment policy shall be:
- a. Included in the lease packet of all new tenant leases from the Effective Date through the end of this Agreement;
 - b. Mailed to all tenants at the subject property within 10 days of HUD's approval of the

policy and incorporated into future leases or lease renewals;

- c. Posted in a public place accessible and visible to all tenants of the subject property;
 - d. Posted in an accessible format on any website or platform used or maintained by Cushing Housing for interfacing with tenants or prospective tenants.
27. During the term of this agreement, Cushing Housing shall keep logs of all complaints submitted pursuant to the Anti-Harassment policy, to be submitted in accordance with the reporting schedule set out in Section VIII. For each complaint, the log will include:
- a. Name of the Complainant;
 - b. Address of the Complainant;
 - c. Phone number and email for Complainant;
 - d. Date of complaint;
 - e. Nature of complaint;
 - f. Cushing Housing's Investigative file for the complaint;
 - g. Status of the Complaint, including any actions taken by Cushing Housing to remedy the alleged violation.

C. FAIR HOUSING AND CIVIL RIGHTS COMPLIANCE POLICY

28. Within thirty (45) days of the Effective Date of this Agreement, Cushing Housing shall provide HUD, for its review and approval, a newly drafted written Fair Housing and Civil Rights Policy, detailing how it will comply with all applicable Fair Housing and Civil Rights obligations. Within thirty (30) days of receiving HUD's approval of this policy, Cushing Housing shall implement the Fair Housing and Civil Rights Policy.
29. The policy will, at minimum:
- a. Detail Cushing Housing's responsibilities to tenants and applicants under Title VI, Title VIII, and Section 504 of the Rehabilitation Act of 1973, as implemented by HUD's regulations at 24 C.F.R. parts 1, 8, and 100.
 - b. Detail tenant rights under Title VI, Title VIII, and Section 504.

- c. Create a complaint process to enable tenants and applicants to submit a formal complaint when they believe their civil rights have been violated.
 - d. Details the process by which Cushing Housing will investigate allegations of fair housing and civil rights violations; and, where the investigation reveals evidence of discrimination, details the steps by which Cushing Housing will remedy and address the discrimination.
 - e. Include the necessary contact information for a tenant who believes that their civil rights have been violated to submit a complaint with HUD's Office of Fair Housing and Equal Opportunity.
30. Cushing Housing shall train its officers, directors, agents (including contractors), private management agents/companies, employees and successors or assigns on the Fair Housing and Civil Rights Policy within sixty (60) days of approval of the policy by the Department.
31. Cushing Housing must also provide proof of completion of this training to HUD within seventy-five (75) days of approval of the policy. Cushing Housing must maintain proof and records of training sessions on the policy and make them available for inspection for the duration of this agreement.
32. The Civil Rights Policy shall be:
- h. Included in the lease packet of all new tenant leases from the Effective Date through the end of this Agreement;
 - i. Mailed to all tenants at the subject property within 10 days of HUD's approval of the policy;
 - j. Posted in a public place accessible and visible to all tenants of the subject property;
 - k. Posted in an accessible format on any website or platform used or maintained by Cushing Housing for interfacing with tenants or prospective tenants.
33. During the term of this agreement, Cushing Housing shall keep logs of all complaints submitted pursuant to the Fair Housing and Civil Rights policy, to be submitted in accordance with the reporting schedule set out in Section VIII. For each complaint, the log will include:
- l. Name of the Complainant;
 - m. Address of the Complainant;

- n. Contact information;
- o. Date of complaint;
- p. Nature of complaint;
- q. Recipient's Investigative file for the complaint;
- r. Status of the complaint, including any actions taken by Cushing Housing to remedy the alleged violation.

D. TRAINING

- 34. Within thirty (30) days of the Effective Date of this Agreement, Cushing Housing shall provide HUD with a roster of its officers, directors, agents (including contractors), private management agents/companies, and employees.
- 35. Within ninety (90) days of this Agreement, Cushing Housing agrees to obtain two (2) hours of fair housing and civil rights training for its officers, directors, agents (including contractors), private management agents/companies, and employees.
- 36. HUD shall approve training prior to Cushing Housing's officers attending the training. Cushing Housing shall submit to HUD to RegionVICconciliationMonitoring@hud.gov its intended training at least (5) days prior to the training date.
- 37. Cushing Housing will provide a copy of proof of registration for each of the persons who were registered for the training. Cushing Housing shall also provide documentation of proof of attendance and completion. Proof of registration, attendance and completion can be submitted simultaneously to RegionVICconciliationMonitoring@hud.gov within five (5) days of completion.
- 38. Training must include the specifics of Cushing Housing policies and practices adopted under this agreement, and Recipient's obligations under Title VI of the Civil Rights Act of 1964, the Fair Housing Act, as well as Section 504 of the Rehabilitation Act of 1973.

VI. SPECIFIC RELIEF FOR COMPLAINANTS AND AGGRIEVED INDIVIDUAL

- 39. Cushing Housing will provide the following relief, totaling \$300,000, to compensate Complainants **NAME REDACTED** and **NAME REDACTED** and **NAME REDACTED**.

The total sum will be divided as provided below and paid pursuant to the payment schedule in Paragraph 40. The total sum of \$300,000, less payments made pursuant to the payment schedule in Paragraph 40, will be recorded and tracked as a debt owed by the Cimarron Towers Property to Complainants **NAME REDACTED** and **NAME REDACTED**, and **NAME REDACTED**. Cushing Housing will pay:

- a. \$125,000 to Complainant **NAME REDACTED**; and
- b. \$125,000 to Complainant **NAME REDACTED**; and
- c. \$50,000 to **NAME REDACTED**.

40. Payment Schedule:

- a. Within fifteen (15) days of the Effective Date of this Agreement, Cushing Housing will make separate payments of \$4,000 to both Complainant **NAME REDACTED** and Complainant **NAME REDACTED**, and will make a payment of \$2,000 to **NAME REDACTED** (totaling \$10,000).
- b. For each month following the Effective Date of this Agreement, Cushing Housing will make separate payments of \$500 to both Complainant **NAME REDACTED** and Complainant **NAME REDACTED**, and Cushing Housing will make a payment of \$200 to **NAME REDACTED** (totaling \$1,200). Cushing Housing will continue to make monthly payments in these amounts until the total amount of compensation specified in Paragraph 39 has been reached.
- c. At any time following the Effective Date of this Agreement, including consistent with Paragraph 39, Cushing Housing may furnish single payments to each Complainant **NAME REDACTED** and **NAME REDACTED** and to **NAME REDACTED** to satisfy the outstanding amount of relief owed to each under this Agreement.

41. Sale of Cimarron Towers Property: Cushing Housing will pursue the sale of Cimarron Towers Property. In advertising the property, Cushing Housing will ensure notice of the outstanding obligation to Complainants **NAME REDACTED** and **NAME REDACTED** and to **NAME REDACTED** is provided to prospective buyers in Cushing Housing's disclosure of terms of sale. Cushing Housing will provide notice that the property is for sale, as well as the accompanying terms, to HUD via email at RegionVICconciliationMonitoring@hud.gov.

- a. If Cushing Housing successfully sells Cimarron Towers Property, Cushing Housing must use the proceeds from the sale to satisfy the outstanding amount of relief owed to each Complainant and **NAME REDACTED** under this Agreement.
- b. Following the successful sale of Cimarron Towers property, Cushing Housing

will furnish payments to both Complainant **NAME REDACTED** and Complainant **NAME REDACTED**, and to **NAME REDACTED**, for the outstanding amounts owed to each under this Agreement. The outstanding amount owed to each will be calculated by taking the total amount of relief for each individual provided under Paragraph 33 and subtracting the amounts paid to the Complainants **NAME REDACTED** and **NAME REDACTED**, and **NAME REDACTED**, following the Effective Date of the Agreement and prior to the sale of Cimarron Towers Property. Within thirty (30) days of acquiring the proceeds from the sale of the property, Cushing Housing will furnish payment as required by this paragraph to both Complainant **NAME REDACTED** and Complainant **NAME REDACTED**, and to **NAME REDACTED** for the outstanding amounts owed.

c. Within thirty (30) days of closing, Cushing Housing will provide notice of the sale of the property to HUD via email at RegionVICconciliationMonitoring@hud.gov.

42. Each payment made under this Agreement to Complainants and **NAME REDACTED** shall be in the form of a certified check and mailed by overnight courier to an address as directed by HUD. No later than five (5) days from the date such checks are provided, a copy of the letter and check shall be sent to HUD via email at RegionVICconciliationMonitoring@hud.gov.
43. Payment under this Agreement shall not affect Complainants' or **NAME REDACTED**'s income eligibility or any other eligibility criteria for purposes of Complainants' eligibility to participate in HUD's affordable housing programs. *See* 24 C.F.R. § 5.609(c).

VII. MISCELLANEOUS PROVISIONS

44. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
45. The Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
46. This Agreement is binding upon the Parties and is a voluntary and full settlement of the subject complaint pursuant to Title VI and Title VIII.

47. This Agreement shall not be construed to limit or reduce the obligation of the Recipients to comply with federal civil rights laws and implementing regulations, including the Title VIII, Title VI, or other nondiscrimination or equal opportunity statutes administered by the Department, and their implementing regulations.
48. It is understood that, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
49. This Agreement does not limit or restrict the Department's authority to investigate any other complaint involving the Recipients made pursuant to the Fair Housing Act, Title VI, or any other complaint within the Department's jurisdiction.
50. HUD may conduct an on-site or any other review of the Recipients' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipients will grant HUD access to its premises, records, and personnel during normal business hours throughout the term of this Agreement.
51. Cushing Housing agrees and represent that the signatures of authorized officials are made on behalf of Cushing Housing with full authority.
52. Cushing Housing shall appoint a VCA/CA Administrator with sufficient authority to implement the provisions of this Agreement. The VCA/CA Administrator will serve as the central point of contact for HUD. Cushing Housing shall provide contact information for the VCA/CA Administrator to HUD, as well as contact information for any successor VCA/CA Administrator.

VIII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

53. HUD shall monitor Cushing Housing's implementation of this Agreement. At its discretion, HUD may convene meetings with Cushing Housing or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
54. After the monthly reporting requirement terminates, Cushing Housing shall submit quarterly reports to HUD on any complaints received under the Anti-Harassment Policy and the Fair Housing and Civil Rights Policy as described in Sections B and C of this agreement for the remainder of the term of the Agreement. These reports shall be submitted electronically to RegionVICconciliationMonitoring@hud.gov. All documents or logs referenced in the report shall be provided as attachments to the report. These reports shall be submitted on the last business day of March, June, September, and December.

55. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Recipient, or other actions authorized by law, including referral to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court.
56. Should HUD learn of Cushing Housing's noncompliance with this Agreement, HUD shall provide notification to the Cushing Housing via email. Cushing Housing shall have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3 and 42 U.S.C. § 3610(c).
57. Upon notice that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.
58. HUD reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
- a. Notification by Cushing Housing of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes intentional noncompliance with civil rights requirements.
59. In the event that Cushing Housing fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
60. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Cushing Housing under this Agreement.
61. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the

meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

IX. SIGNATURES

For the U.S. Department of Housing and Urban Development:

Christina Lewis, Director
Office of Fair Housing and Equal Opportunity,
Region VI

Date

For Cushing Housing, Inc.

Richard Walborn
Cushing Housing, Inc.

Date

For NAME REDACTED and NAME REDACTED

NAME REDACTED

Date

NAME REDACTED

Date

For NAME REDACTED

NAME REDACTED

Date

ATTACHMENT A – RELEASE OF CLAIMS

Upon execution of this Attachment to the Agreement, the Complainants and **NAME REDACTED** hereby release Cushing Housing, its employees, subrecipients, assigns, contractors, successors, officers, agents, and board members from any claims arising out of the subject matter of Case No. 06-17-8923-6 (Title VI) and 06-17-8923-8 (Title VIII), which could have been filed in any action or suit arising from said subject matter under Title VI and the Fair Housing Act.

NAME REDACTED

Date

NAME REDACTED

Date

NAME REDACTED

Date