

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DEBRA WALKER, ET AL. \*  
\* CIVIL ACTION NO.  
v. \*  
\* CA3-85-1210-R  
U.S. DEPARTMENT OF HOUSING \*  
AND URBAN DEVELOPMENT, ET AL. \* CLASS ACTION

PLAINTIFFS' MOTION FOR PARTIAL SUMMARY  
JUDGMENT AGAINST DHA AND HUD  
ON THE ISSUE  
OF LIABILITY TO THE CLASS FOR INJUNCTIVE RELIEF

The Court has recently granted plaintiffs' motion for partial summary judgment on DHA's liability to the individual plaintiffs for damages. Plaintiffs now move the Court for partial summary judgment on the issue of liability of DHA and HUD to the class for injunctive relief remedying the remaining vestiges of the racial segregation.<sup>1</sup>

The evidence and the opinions in the case to date establish as a matter of law that DHA operated its low income housing programs under a policy of de jure segregation from DHA's inception with consent and approval by the federal government. The evidence and opinions in the case establish as a matter of law that even after DHA formally dropped its de jure segregation policies, DHA continued to operate its low income housing programs in a manner that purposefully maintained and perpetuated the racial segregation initiated under the de jure policy with consent and approval by the federal government.

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<sup>1</sup> The exhibits referred to are already in the record of the case. The cite to each exhibit includes the date of the hearing at which the exhibit was admitted and the exhibit number.

The evidence and the opinions in the case to date establish as a matter of law that HUD knowingly allowed the racial segregation practiced by the City of Dallas and DHA to occur and took actions which aggravated rather than eliminated the segregation. HUD operated its low income housing and community development programs in a way that fostered and perpetuated racial segregation in the operation of the low income housing programs of DHA. HUD continued to fund the City of Dallas and DHA despite the City and DHA continuing segregation and the City's and DHA's violations of the consent decrees in this case.

Just as each individual plaintiff has been injured by the racially segregated operation by DHA and HUD of DHA's low income housing programs, so has each member of the class been injured by the racially segregated operation by DHA and HUD of DHA's low income housing programs.

#### Statement of Material, Undisputed Facts

##### I. Existing Vestiges of Racial Segregation in DHA's programs

1. As the court has found, the predominantly African-American location and racial composition of DHA's non-elderly projects is a direct result of purposeful racial segregation. Walker III, 734 F.Supp 1289 (N.D. Tex 1989). As a result of past segregationist policies and practices and the failure to accomplish the West Dallas provisions of the decree, DHA has less than 200 units in predominantly white areas which can be offered to African-American non-elderly applicants [plaintiffs' 1/13/92 exhibit #22 - census tract location and occupancy table]. DHA's Section 8

certificate and voucher program has been unable to place more than 19% of the Section 8 units in predominantly white<sup>2</sup> census tracts [plaintiffs' 1/13/92 exhibit #20]. The lack of integrated housing opportunities in DHA's public housing program means that each offer of a unit to an African-American applicant in the predominantly black projects 9-1 through 9-11 is an offer which perpetuates past segregationist policies and practices in which African-American applicants are assigned to a predominantly black project in a predominantly black area.

2. A comparison of the conditions in and around DHA's predominantly white Audelia Manor [29.17% black]<sup>3</sup> project to the conditions in and around DHA's predominantly black elderly and non-elderly projects shows a marked disparity in the facilities and other services available to whites and blacks participating in the program. In addition, the housing provided by DHA to the nonelderly class members continues to be significantly inferior to the assisted housing provided to low-income whites in other HUD assisted housing in the DHA service area. Walker III, 734 F.Supp. 1302, 1313. These inferior facilities are an integral part of the scheme of segregation which continues to affect class members today.

3. The Fifth Circuit has found that the DHA's projects are "historically dangerous slums" 912 F.2d 819, 821-822 (5th Cir.

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<sup>2</sup> By "predominantly white" in this context plaintiffs mean census tracts with less than 30% total minority population.

<sup>3</sup> DHA's Report to Plaintiffs, November, 1992 .

1990).

## II. DHA History and Background of Racial Segregation

4. The Dallas City Council activated DHA in 1938 [plaintiffs' 12/12/88 exhibit #1 - General Survey of Housing Conditions City of Dallas, Texas August, 1938, page 1].<sup>4</sup>

5. Texas law entrusts responsibility for the operation of public housing authorities to a five member board of commissioners who are appointed by the mayor of the city. Tex. Local Gov. Code 392.031, 392.034.

6. From its inception by the City, DHA's public housing program was based on the principle of de jure racial segregation. As shown below, the primary purpose of the segregation in DHA's public housing program was to prevent blacks from moving into white areas. Low income white tenants have been able to receive federal housing assistance outside of the DHA programs [plaintiffs' 12/12/88 exhibit #89 - Summary of location and occupancy characteristics of HUD assisted projects in Dallas County].

7. Throughout the first half of this century, racial segregation in housing was the official policy of the City of Dallas. State law gave Texas cities the power to enact ordinances providing for residential segregation by race. Tex. Rev. Civ. Stat. Ann. art 1015b (repealed 1969). The 1907 Dallas City Charter

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<sup>4</sup> The exhibit numbers refer to plaintiffs' exhibits introduced into evidence either at the December 12, 1988 hearing or the January 13, 1992 hearing. Copies of these exhibits were furnished to opposing counsel and the Court at the time of those hearings.

expressly provided for the City's power to "provide for the use of separate blocks for residences, places of abode, places of public amusement, churches, schools and places of assembly by members of white and colored races". [plaintiffs' 12/12/88 exhibit #7 - Dallas City Charter, 1952, Section 321]

8. The U.S. Supreme Court declared such ordinances unconstitutional in 1917. Buchanan v. Warley, 245 U.S. 60 (1917). The City of Dallas continued to pass and enforce its racially restrictive ordinances. City of Dallas v. Liberty Annex Corp., 19 S.W.2d 845 (Tex. Civ. App. Dallas 1929). The 1952 amended version of the City Charter retained the section providing for the segregation of the races and explicitly ratified and confirmed the general segregation ordinance of 1927 [plaintiffs' 12/12/88 exhibit #7 - Dallas City Charter, 1952, Section 321].

9. The initial City of Dallas survey and site selection report for the first DHA public housing projects chose the site for the Negro project in a Negro district while recommending that the site for the Mexican project should be located as close as possible to the Mexican district [plaintiffs' 12/12/88 exhibit #1, pages 11, 13]. There were no recommendations for development of a white project site. DHA honored this recommendation and built the Roseland Home project for blacks in a black neighborhood.

10. The DHA Board minutes for Oct. 30, 1950 show that DHA was honoring the racial residence lines drawn by the City.

"Mr. Stephenson reported to the members of the Authority that he had a meeting with LLOYD Smoot, his attorney Alfred

Sallinger, and approximately 25 white property owners who occupied property lying east of the Smoot property. This committee was representing a group of approximately 100 property owners who opposed the location of Project TEX-9-9 on the northwest corner of Dolphin and Haskell Avenues. He reported that they insisted that the line of demarkation between colored residents and white residents in that area was Haskell Avenue. He reported that he had explained to these people the plan of the Housing Authority to erect a very tall fence and to put shrubs, effectively separating the housing project which may be occupied by Negroes and the property now occupied by these people but he had little success in securing cooperation from them."

11. DHA went on to drop the contested site from consideration [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, pages 6-7].

12. DHA successfully defended its policy of de jure segregation when the legality of the practice was challenged in the early 1940s. Housing Authority of the City of Dallas v. Higginbotham, 143 S.W. 2d 95 (Tex. Civ. App. - Dallas 1943).

13. The public debate in 1950 and 1951 which led to the creation of the West Dallas project was explicitly premised on the assumption that official action preserving separate residential districts for white and black was proper and would be forthcoming from the City [plaintiffs' 12/12/88 exhibit #8 - 1950-1951 newspaper stories; plaintiffs' 12/12/88 exhibit #8 - 1950 Joint Report].

14. The 1962 public campaign against DHA's 3,000 unit proposal featured numerous ads raising the specter that the units would be integrated and placed in white neighborhoods [plaintiffs' 12/12/88 exhibit # 11 -1962 referendum ads].

15. All of DHA's non-elderly public housing projects were built and maintained on a de jure racially segregated basis

[plaintiffs' 12/12/88 exhibit #5, pages 7, 9, 14, 20, 21, 23; plaintiffs' 12/12/88 exhibit #18 - 1975 documents, page 86].  
Higginbotham, supra at 143 S.W.2d 95; Miers v. Housing Authority of the City of Dallas, 266 S.W.2d 487, 490 (Tex. Civ. App. - Dallas 1954).

16. Each of DHA' elderly projects, its Turnkey III project, and its Section 8 program were developed and maintained in a manner which preserved racially segregated occupancy characteristics [plaintiffs' 12/12/88 exhibit #31 - Summary of DHA project occupancy characteristics; plaintiffs' 12/12/88 exhibit #32 - Summary of Section 8 occupancy characteristics by census tract]. DHA's first three elderly projects were occupied under a freedom of choice plan which resulted in predominantly one race occupancy [plaintiffs' 12/12/88 exhibit #18 - 1975 documents page 89-90; plaintiffs' 12/12/88 exhibit #31 - supra]. DHA followed a practice of pre-registration and freedom of choice throughout the 1980s in the assignment of elderly tenants to all of its elderly projects which resulted in predominantly one race occupancy [plaintiffs' 12/12/88 exhibit #33 - Elderly registration documents; plaintiffs' 12/12/88 exhibit #34 - analysis of applicant offers, 1982-1986].

17. In 1969, when West Dallas was first subjected to a first come, first served tenant selection plan and was becoming all-black in occupancy, a substantial number of white elderly tenants requested transfers from West Dallas to the new elderly only projects. DHA requested and received HUD approval for the trans-

fers [plaintiffs' 12/12/88 exhibit #14 - 1969 documents 4-9, 14]. These transfers had the obvious segregative effects of reducing the white population in the West Dallas project and increasing the white population in the white elderly projects.

18. Despite public controversy about the location of DHA's Turnkey III project in a black neighborhood [plaintiffs' 12/12/88 exhibit #15 - 1968-1970 newspaper stories, page 36], it has been a predominantly black occupied project since its inception [plaintiffs' 12/12/88 exhibit #31 - supra].

19. DHA first began to operate the Section 8 existing program in 1975 [plaintiffs' 12/12/88 exhibit #18 - 1975 documents page 138]. In 1978 DHA's attorney stated in a letter to HUD that DHA not only had the authority to honor Section 8 Existing certificates for housing located in the Dallas County suburbs, DHA had the duty to do so in order to comply with its constitutional duty to disestablish the effects of its prior racial segregation [plaintiffs' 12/12/88 exhibit #35 - Sylvia M. Demarest 3/7/78 letter, to Gordon Lewis, page 1, 8]. DHA allowed only a few tenants to go to the suburbs and subsequently put a complete halt to the practice [plaintiffs' 12/12/88 exhibit #36 - DHA Section 8 suburb documents]. The occupancy patterns of DHA's Section 8 Existing Housing Program were racially segregated [plaintiffs' 12/12/88 exhibit #32 - Summary of Section 8 occupancy characteristics by census tract, Feb. 1987].

20. DHA's Section 8 Moderate Rehabilitation Program resulted in a 90.6% black occupancy in all minority and low-income impact-



ed census tracts [plaintiffs' 12/12/88 exhibit #37 - Summary of Section 8 MRP occupancy characteristics by census tract percent white].

### III. Federal government and public housing desegregation.

21. The Federal policy governing the development and operation of the public housing program during the period DHA was developing its non-elderly projects, 1938 - 1954, accepted de jure racial segregation but required that programs for the development of low-rent public housing, in order to be eligible for federal assistance, "must reflect equitable provision for eligible families of all races determined on the approximate volume and urgency of their respective needs for such housing". [plaintiffs' 12/12/88 exhibit #25 - PHA testimony before U.S. Commission on Civil Rights, June 10, 1959; Heyward v. PHA, 238 F.2d 689, 697 (5th Cir. 1956); Cohen v. PHA, 257 F.2d 73, 74, 74 n.5 (5th Cir. 1958); Young v. Pierce, 628 F.Supp. 1037, 1045 (E.D. Tex. 1985)].

22. The primary HUD response to the obligation that the de jure public housing be disestablished was to require public housing authorities to adopt remedial tenant selection and assignment plans [plaintiffs' 12/12/88 exhibit #26 - "SUBSIDIZED HOUSING AND RACE", Office of General Counsel, U.S. Department of Housing and Urban Development, November, 1985, pages 31, 34]

23. Appendix 2 to the 1985 HUD Report recounts, in detail, the failure of HUD's reliance on tenant selection and assignment plan remedies to disestablish either the de jure segregation or

its continuing effects [plaintiffs' 12/12/88 exhibit #27 - Appendix 2, PUBLIC HOUSING TENANT ASSIGNMENT]. The first plans required the adoption of a freedom of choice tenant selection and assignment plan which allowed each applicant to choose the project or site. These plans resulted in no significant change in public housing occupancy patterns [2-11]. In 1967 HUD required public housing authorities to adopt a first come, first served tenant selection and assignment approach [11]. It soon became apparent that first come, first served was not accomplishing any more desegregation than did freedom of choice [25]. Despite various attempts over the years to revise HUD's tenant selection and assignment practices, it has remained the same as has the segregation it was intended to cure [35; plaintiffs' 12/12/88 exhibit #26 - supra pages 28-29; plaintiffs' 12/12/88 exhibit #28 - HUD Assessment Report, 1981, pages 2, 3, 7-9, 13].

24. In 1984, HUD announced a new effort to bring about desegregation in public housing and stated that the obligation to disestablish racially segregated public housing systems was similar to and no less than the duty to disestablish dual school systems [plaintiffs' 12/12/88 exhibit #29 - Feb. 24, 1984, Samuel R. Pierce, Secretary, to Dick Eudaly, Regional Administrator].

25. A May, 1985 study commissioned by HUD to "aid the Department of Housing and Urban Development (HUD) in designing and administering innovative, low-cost desegregation activities that might be effective in public housing agencies (PHAs) contains the following information:

A. "Barriers that frequently hamper desegregation efforts include:

Differences in the physical condition of projects, with projects serving one race being in worse condition or of worse quality than those serving another race. White tenants, for example, will resist transferring from a well-maintained white project to a dilapidated black project.

Differences in the quality or availability of facilities and services at projects serving different races. Whites who live in a project with a community room and a senior citizen recreation program, for example, will not willingly transfer to a black project that lacks such facilities and services." [page 4-3].

B. "Throughout the desegregation process, strong leadership by the Executive Director of the PHA and the visible political support of the local power structure can be extremely powerful facilitators of change. This observation is supported by efforts in a variety of settings, large and small.. (4-7).

C. "An integration initiative can be politically dangerous in many jurisdictions, since it risks making enemies out of some of those involved." (4-18).

D. "This study sought examples of voluntary action aggressively through networking, literature review, and a press release, but found very few. The examples that were found all have a common thread: the City Council, the Mayor, the Board, or some other key political personage supported the effort before any integrative action was taken." (4-19).

E. A competent and committed PHA administration is a necessity for successful desegregation (4-6, 4-7, 4-18).

[plaintiffs' 12/12/88 exhibit #30 - Final Report FEASIBILITY RESEARCH FOR A PUBLIC HOUSING DESEGREGATION DEMONSTRATION, May 15, 1985]

#### IV. DHA, HUD, the City and de jure racial segregation

26. The City of Dallas and DHA refused to comply with any of the HUD desegregation initiatives and HUD continued to fund the City and DHA despite overt defiance of the Constitution and laws.

27. De jure racial segregation in public housing was declared unconstitutional in 1955. Detroit Housing Commissioners v. Lewis, 226 F.2d 180, 183-184 (6th Cir. 1955). DHA took no action to end its de jure policy of tenant selection and assignment until 1965. At that time the federal government acting under the provisions of Title VI of the 1964 Civil Act, 42 U.S.C. 2000d, insisted that DHA drop the use of its explicitly racial tenant selection and assignment policies. After some delay and resistance, DHA adopted a desegregation plan which it claimed had been approved by a large number of local officials including the mayor. DHA's 1965 desegregation plan was worked out in consultation with the Dallas Citizens Council, a civic organization which had been steadfast in its support for racial segregation in housing [ plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents; plaintiffs' 12/12/88 exhibit #9 - 1950 Joint Report].

28. Under the plan, DHA adopted a freedom of choice policy under which an applicant would be able to apply at the project of

her choice for that project. Before an applicant of the race that was not the predominant race of the project could be housed at that project, the plan required DHA board notification and approval before accepting the tenant. The plan called for selection of four black families to move, without publicity, into the predominantly white George Loving West Dallas project. An explicit condition of the desegregation plan was that there would be no notice given to applicants that they could apply to the project of their choice. The federal government accepted the DHA plan [plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents, pages 20-21, 32, 38-41]. The only change in racial occupancy under the freedom of choice plan was in the West Dallas white project. The other white projects, Washington Place and Cedar Springs Place, remained all white and the minority projects remained all minority [plaintiffs' 12/12/88 exhibit #31 - supra].

29. In 1967 HUD formally rejected the use of freedom of choice tenant selection and assignment plans by public housing authorities on the grounds that such plans did not disestablish racial segregation or its effects in public housing [plaintiffs' 12/12/88 exhibit #27 - supra, pages 7-11]. HUD required all public housing authorities to adopt a first come, first served tenant selection policy using a community wide waiting list for all projects administered by the authority [plaintiffs' 12/12/88 exhibit #12 - 1967 documents, page 1]. DHA's board overtly defied HUD's Title VI mandate to cease using freedom of choice and adopt a first come, first served policy [plaintiffs' 12/12/88

exhibit #12 - 1967 documents, pages 15-37; plaintiffs' 12/12/88 exhibit #13 - 1968 documents, pages 1-24]. The City of Dallas became involved when HUD threatened to sue DHA and withhold federal funds from DHA and the City [plaintiffs' 12/12/88 exhibit #13 - 1968 documents, pages 15, 23-24, 27, 34]. At the request of the City of Dallas, DHA agreed to end freedom of choice and adopt a first come, first served plan [plaintiffs' 12/12/88 exhibit #13 - 1968 documents, pages 27, 34].

30. The City Attorney, N. Alex Bickley, participated in the negotiations with the U.S. Department of Justice on the specifics of the plan to be adopted [plaintiffs' 12/12/88 exhibit #13 - 1968 documents, supra; plaintiffs' 12/12/88 exhibit #14 - 1969 documents, page 1]. The plan negotiated with Mr. Bickley's assistance and adopted by the DHA board was one which, in the opinion of the Justice Department was "likely to result in little or no change in the racial composition of any of your other locations, all of which are presently segregated" [plaintiffs' 12/12/88 exhibit #13 - 1968 documents, page 66]. The plan was accepted by the federal government even though it would have little desegregative effect.

31. In 1969, HUD found that DHA was not following its formally adopted first come, first served plan but was rather continuing to operate under freedom of choice [plaintiffs' 12/12/88 exhibit #16 - 1970 documents, pages 27-33]. While DHA staff were negotiating with HUD and the Justice Department on resolving the new finding of Title VI noncompliance [plaintiffs'

12/12/88 exhibit #14 - 1969 documents 29-34], the DHA board passed a resolution instructing the staff to first ask HUD for a waiver of the first come, first served requirement and that if such a waiver was not immediately forthcoming, to return to freedom of choice [plaintiffs' 12/12/88 exhibit #14 - 1969 documents, pages 47-50]. HUD received the request for a waiver but took no action on it. [plaintiffs' 12/12/88 exhibit #14 - 1969 documents, page 51]

32. In January and February of 1970 DHA obtained HUD final approvals for the site and funding of Cliff Manor, an elderly project [plaintiffs' 12/12/88 exhibit #16 - 1970 documents, pages 1-3]. A week after the telegram announcing the final approval, DHA formally rescinded its first come, first served plan and returned to its pre-1968 freedom of choice plan [plaintiffs' 12/12/88 exhibit #16 - 1970 documents, pages 4-14].

33. The federal government notified DHA that DHA's actions were in violation of Title VI and HUD seemed to have deferred funding for all projects not already approved [plaintiffs' 12/12/88 exhibit #16 - 1970 documents, pages 17-19, 20, 23, 38]. The funding deferral was pointless since DHA had obtained HUD approval for the pending predominantly white elderly projects before DHA returned to its freedom of choice tenant selection plan. As set out below, the only funding actually deferred was the rehabilitation money for West Dallas.

34. HUD requested assistance from the City of Dallas in obtaining an end to DHA's blatant violation of Title VI

[plaintiffs' 12/12/88 exhibit #16 - 1970 documents, page 43].

35. From 1970 through 1974, HUD continued to defer modernization funds for DHA's projects because of DHA's willful noncompliance with Title VI. [plaintiffs' 12/12/88 exhibit #17 - 1974 documents, page 1]. During this period HUD continued to provide the development and subsidy funding for the predominantly white elderly projects already approved.

36. A City of Dallas report described the effect of the funding deferral as follows:

"Until 1969 the Dallas Housing Authority maintained its properties in a reasonable manner and kept its financial reserves high. During this period DHA accepted no federal money for modernization and much equipment and structural components (roofs, doors, windows, etc.) were near the end of their economic life and would soon need replacement. From 1969 to 1974, DHA did not participate in federal modernization programs. Faced with declining real income, DHA management attempted to preserve financial soundness at the expense of physical maintenance. The physical condition of DHA properties deteriorated rapidly and most projects have never been returned to the condition they were in before the Brooke Amendment" [plaintiffs' 12/12/88 exhibit #2 - supra, at 22-23].

37. HUD did a Title VI review of DHA and found DHA to be in noncompliance with Title VI [plaintiffs' 12/12/88 exhibit #17 - 1974 documents, pages 3-10, 11]. Contrary to its action in 1968 when City funds were immediately at stake, the City took no action to resolve this impasse until late 1974.

38. On August 22, 1974, the federal Community Development Block Grant program came into existence. 42 U.S.C. 5304, et seq. The City of Dallas was to receive \$195,065,845.00 in funds from this HUD administered program over the next 14 years [plaintiffs' 12/12/88 exhibit #57 - City CDBG documents]. The CDBG Act prohibited race discrimination by recipients. 42 U.S.C. 5309.



39. In November, 1974 a City employee, William Darnall, assumed the job of DHA's acting executive director while maintaining his position as assistant director for the City of Dallas Department of Housing and Urban Rehabilitation [plaintiffs' 12/12/88 exhibit #92 - Darnall/Bacon documents, page 7]. An assistant City Attorney, Lois Bacon, had already begun serving as DHA's attorney [plaintiffs' 12/12/88 exhibit #92 - supra, page 5]. Prior to taking over as executive director, Darnall had already prepared DHA's application for West Dallas rehabilitation funds [plaintiffs' 12/12/88 exhibit #92 - supra, pages 1-2]. Shortly after taking over, Mr. Darnall informed DHA's board that they could not apply for City of Dallas CDBG funds. [plaintiffs' 12/12/88 exhibit #92 - supra, 10].

40. One of the conditions for receiving HUD modernization funds for West Dallas was that DHA adopt a tenant selection and assignment plan that would allow HUD to make an administrative determination that DHA in was in compliance with Title VI [plaintiffs' 12/12/88 exhibit #18 - 1975 documents, page 2]. With the assistance of the City of Dallas' Fair Housing Administrator, a City Fair Housing department law student intern, and the assistant City attorney, Mr. Darnall proposed a series of freedom of choice tenant selection and assignment plans [plaintiffs' 12/12/88 exhibit #18 - 1975 documents, pages 1, 2, 7, 9-15, 18-22, 25-32, 36-37, 42-46, 70,; plaintiffs' 12/12/88 exhibit #19 - 1976 documents, pages 1, 11, 34]. Upon DHA Board adoption of the plans, HUD made the determination that DHA was in com-

pliance with Title VI [plaintiffs' 12/12/88 exhibit #19 - 1976 documents, pages 44, 71, 73, 80]. The plans did nothing to offer a desegregated housing opportunity to DHA's black residents by DHA's own subsequent admission [plaintiffs' 12/12/88 exhibit #20 - 1979 documents, pages 4-7].

41. In 1978 DHA received an allocation of 224 units of low rent public housing [plaintiffs' 12/12/88 exhibit #38 - 224 units documents, page 1]. Had these units been developed they would have been the first new, non-elderly public housing units to be developed by DHA on anything other than a de jure segregated basis. Through development of the units, DHA would have been able to offer black tenants the choice of housing in non-impacted areas. DHA was not able to develop these units because the City of Dallas vetoed the use of the units in non-minority areas [plaintiffs' 12/12/88 exhibit #38 - 224 units documents]. DHA allowed the allocation to revert back to HUD. [plaintiffs' 12/12/88 exhibit #38 - 224 units documents, page 38]. HUD continued to fund the City and DHA.

42. In 1980 DHA submitted an application for Section 8 Moderate Rehabilitation Program funds from based on an explicit certification that units located in an area of minority concentration would not be selected for the program [plaintiffs' 12/12/88 exhibit #40 - Robin Square Apartments documents, page 20]. None of the units selected for participation in the program were located in the predominantly white priority areas. All of the units were located in low-income or minority concentrated

census tracts [plaintiffs' 12/12/88 exhibit #37 , supra].

43. The Robin Square site met none of the HUD site selection requirements. It was located in a blighted, minority and low income concentrated area and consistently failed to meet HUD's housing quality standards. HUD knowingly approved the selection of the Robin Square site and allowed the operation of the complex for many years. [plaintiffs' 12/12/88 exhibit #40 - Robin Square Apartment documents, pages 1, 34-35, 44-45, 70-71, 73, 79, 81-82, 128-134].

44. Beginning in 1978, the City of Dallas conducted the housing quality inspections for DHA's Section 8 Existing Housing Program under a contract with DHA [plaintiffs' 12/12/88 exhibit #24 - supra, 3-4]. The City inspectors consistently approved units for black families in black neighborhoods which units were in serious violation of the HUD housing quality standards. Between Jan. 20, 1987 and Jan. 20, 1988 DHA's own quality control inspections found that 60% of the units which had previously been inspected and passed, most by City inspectors, did not meet housing quality standards upon reinspection. [plaintiffs' 12/12/88 exhibit #41 - DHA HQS inspection reports, Q1 and Q2 inspection results].

45. On Feb. 1, 1980, HUD's Assistant Secretary for Fair Housing found that DHA's freedom of choice tenant selection and assignment plan was not serving to secure DHA's compliance with Title VI and required DHA to submit an alternative Title VI compliance plan for local and national HUD review and approval

[plaintiffs' 12/12/88 exhibit #21 - 1980 documents, page 4].

46. HUD's Regional Fair Housing administrator notified DHA on Feb. 20, 1980 that:

1) the existing tenant selection and assignment plan was not serving to secure compliance with Title VI,

2) Title VI requires discontinuance of the condition whereby eligible white tenants find other housing while eligible black families must rely on DHA for housing assistance,

3) DHA's Section 8 program should be used to increase housing opportunities for current DHA minority tenants which would allow non-minority applicants to be placed in the resulting project vacancies thus reducing the racial identification of DHA's program, and

4) required DHA to submit an alternative plan for achieving Title VI compliance. [plaintiffs' 12/12/88 exhibit #21 - 1980 documents, page 9-10].

47. DHA responded in two ways. DHA immediately adopted a new policy requiring public housing tenants to wait 90 days after vacating their project before applying for Section 8 Existing Housing Program [plaintiffs' 12/12/88 exhibit #21 - 1980 documents, page 20]. This policy directly contradicted HUD's Title VI recommendation and had the practical effect of prohibiting black public housing families from using the Section 8 program since few public housing families have the resources necessary to sit out the 90 waiting period in private housing.

48. DHA also submitted a revised tenant selection and assignment plan to local HUD officials for approval. This plan was solely a tenant selection and assignment plan. It contained no element designed to either give black DHA tenants increased access to the housing available to white eligible tenants or to allow black DHA tenants to use the Section 8 program to increase their open housing opportunities or reduce the racial identifi-

ability of the projects [plaintiffs' 12/12/88 exhibit #21 - 1980 documents, page 21]. The plan received local HUD approval but there is no record of the plan even being submitted for national HUD approval [plaintiffs' 12/12/88 exhibit #22 - 1981 documents, page 1]. HUD has taken no action to resolve these still pending notices of Title VI violations.

49. In February, 1980 DHA was preparing to open for occupancy its Section 8 New Construction elderly project, Lakeland Manor [plaintiffs' 12/12/88 exhibit #21 - 1980 documents, pages 7-8, 14-19]. The project is located in a predominantly white location [plaintiffs' 12/12/88 exhibit #31 - supra]. DHA was faced with the choice of using a waiting list that was composed of persons who had specifically requested Lakeland Manor and who were not in the regular DHA applicant pool or using the regular applicant pool. The Lakeland Manor waiting list was 7% black. The regular applicant pool was 18% black. DHA adopted, a plan which gave preference to the whiter Lakeland Manor waiting list rather than the regular, HUD approved waiting list. [plaintiffs' 12/12/88 exhibit #21 - 1980 documents, pages 7-8, 14-19]. Upon completion of initial occupancy, Lakeland Manor was predominantly white [plaintiffs' 12/12/88 exhibit #31 - supra].

50. In 1981 DHA acquired the Oakland Apartments in South Dallas from HUD. [plaintiffs' 12/12/88 exhibit #22 - 1981 documents, page 2]. It is located in a black census tract and has been predominantly black in occupancy [plaintiffs' 12/12/88 exhibit #31 - supra].

51. In 1983 and 1984 DHA began to register applicants for the Audelia Manor elderly public housing project which was under development. Under the registration practices, those registered were allowed to sign up for a vacancy in Audelia Manor without being subjected to the normal waiting list procedures [plaintiffs' 12/12/88 exhibit #33 - elderly registration documents]. From its initial occupancy, Audelia Manor was almost exclusively white in occupancy [plaintiffs' 12/12/88 exhibit #31 - supra]. Audelia Manor is located in a predominantly white census tract [plaintiffs' 12/12/88 exhibit #31 - supra].

52. Throughout 1982 through 1986 the effect of DHA's tenant selection and assignment plan was, through either allowing freedom or choice or assigning on the basis of race, to steer black applicants to black projects and white applicants to white projects [plaintiffs' 12/12/88 exhibit #34 - analysis of applicant offers, 1982-1986]. This steering resulted in predominantly one race elderly projects [plaintiffs' 12/12/88 exhibit #31 - supra].

#### V. The decision to build the West Dallas Project

53. DHA's 3,500 unit West Dallas public housing project is the nation's largest low-rise public housing project and the second largest project of any type in the nation [plaintiffs' 12/12/88 exhibit #44 - DHA Facts in Brief, page 24]. It was created by DHA at the City's request [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, pages 4-5, 13; plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents, page 1,]. The City and DHA's

purpose in developing the West Dallas project was to solve the "Negro housing problem" as that problem was perceived by the white community in Dallas in the early 1950s [plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents, page 1].

54. As set out above, during the first half of this century, the City of Dallas aggressively pursued an official city policy mandating racial segregation in housing. This policy was subjected to a severe test in 1950 and 1951.

55. White residents of South Dallas were publicly demanding that the City of Dallas take action to prevent black families from acquiring homes in white districts [plaintiffs' 12/12/88 exhibit #8 - 1950-1951 newspaper articles]. Several bombings of homes bought or built by blacks in white districts were reported [plaintiffs' 12/12/88 exhibit #8 - supra]. All of the public debate on the resolution of this "Negro housing problem" as it was referred to, was based on the explicit premise that the City of Dallas should take action to make a substantial amount of housing available to black families while maintaining racial segregation [plaintiffs' 12/12/88 exhibit #8 - supra]. See for example the joint report of the Dallas Chamber of Commerce and the Dallas Citizens Council [plaintiffs' 12/12/88 exhibit #9 - Joint 1950 Report].

56. While it is apparent from the public accounts of the debate that issues of whether or not the creation of the housing should be left to private industry or should include federally assisted housing and where the housing should be located were

open for question, there was universal acceptance of the principle that the solution had to be based on maintaining racial residential segregation in the city [plaintiffs' 12/12/88 exhibit #8 - supra; plaintiffs' 12/12/88 exhibit #9 - supra].

57. On Sept. 25, 1950, the City of Dallas requested DHA to combine its existing allocation of 1,800 new construction public housing units for which a site had not yet been selected with 1,700 units of a new allocation and develop the total 3,500 units in West Dallas. DHA agreed [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, pages 4-5, 10]. DHA's purpose in acceding to the City request was to solve the "Negro housing problem" [plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents, page 1].

58. At that time, West Dallas was not within the Dallas City limits. DHA's application for the federal funding to develop the project described West Dallas in the following terms:

"The area selected is in what is known as 'West Dallas', a sprawling slum community of approximately five square miles...West Dallas is the largest concentration of sub-standard dwellings and slum conditions in and around Dallas..." [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, page 10].

This description is supported by a 1948 survey of West Dallas conducted by the Council of Social Agencies [plaintiffs' 12/12/88 exhibit #45 - 1948 Survey of West Dallas conducted by the Council of Social Agencies] and the October 1950 report of the Special Committee of the Dallas Chamber of Commerce and the Council of Social Agencies [plaintiffs' 12/12/88 exhibit #5 - supra, at pages 8-11].

59. The West Dallas project was funded by the federal



government and developed on a de jure segregated basis [plaintiffs' 12/12/88 exhibit #5 - supra at page 21]. Miers, supra at 266 S.W.2d 490.

60. In 1957, two years after the West Dallas project opened for occupancy, DHA listed the following negative factors which it believed were responsible for the lack of white and latin-american occupancy in the West Dallas sites designated for those races:

- "1. The 'stigma' attached to the area known as 'West Dallas'.
2. Lack of adequate shopping facilities, churches and cultural facilities.
3. Environmental disadvantages, such as odors, smoke and dust from neighboring industrial plants.
4. Need for additional policing in the 'West Dallas' area".

61. In the same document, DHA noted that:

"It should be pointed out that no occupancy problem has been encountered in connection with Project TEX-9-11-B, 1500 units for Negro occupancy. Although the latter project is also located in West Dallas and is subjected to the same adverse factors influencing TEX-9-11 A and TEX-9-11 C, it is apparent that the heavy and constantly increasing demand for low-rent public housing for Negroes and the lack of other adequate housing for Negroes in this community have combined to overcome all adverse factors and this has resulted in a stabilized occupancy with a long waiting list of Negro applicants." [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, page 22].

62. In 1963 DHA responded to the concern of the federal Public housing Administration about the high vacancy level in West Dallas by claiming that DHA was considering modernization of the project, providing day care and other services and creating small community areas within each project in order to develop tenant pride [plaintiffs' 12/12/88 exhibit #10 - supra, pages 5-8].

63. In 1968 and 1969 several newspaper series ran calling attention to the problems in the West Dallas project [plaintiffs' 12/12/88 exhibit #15 - 1968-1970 newspaper articles, pages 1-35].

64. In 1975 DHA received \$13,000,000.00 in HUD modernization funds for West Dallas. The revitalization failed [plaintiffs' 12/12/88 exhibit #2 - supra, at 7, 23; plaintiffs' 12/12/88 exhibit #46 - Millkey & Brown Study of the West Dallas projects].

65. A 1980 City funded survey of the conditions in the West Dallas project found major deficiencies relating to security, health and safety, physical deterioration, and federal, state and local code violations [plaintiffs' 12/12/88 exhibit #46 - supra]. The study's recommendations for the project's rehabilitation were estimated to cost \$47,881,638.00 [plaintiffs' 12/12/88 exhibit #46 - supra, pages 20, 39, 59].

66. The 1983 City Task Force on Public Housing found:

1) at least 35% of the West Dallas units were so deteriorated that they were uninhabitable (23),

2) "The underlying assumption for upgrading the West Dallas projects is that simply rehabilitating the housing units will not solve all the problems. The large concentration of units in the West Dallas area has created poor security conditions and the overall perception that West Dallas is not a desirable place to live. The revitalization strategy must attempt to reverse this perception through provision of not only decent housing but also retail centers, security, and jobs." (29). [plaintiffs' 12/12/88 exhibit #2 - supra]

67. The February 1984 City of Dallas Mayor's Task Force on Housing and Economic Development in Southern Dallas Report noted the extreme need for physical rehabilitation of the units, restructuring of the project's design, decent neighborhood

services and measures to counter-act the very high and under-reported crime rate [plaintiffs' 12/12/88 exhibit #47 - Mayor's Task Force on Housing and Economic Development in Southern Dallas Report, Excerpts, pages 106-107].

68. The City of Dallas Economic Development Program "Dallas Data Book" compared West Dallas to the other communities in the city and found that West Dallas ranks consistently in the top one or two communities for indicators of urban blight and ranks consistently in the bottom one or two communities for indicators of quality of life [plaintiffs' 12/12/88 exhibit #48 - The City of Dallas Economic Development Program "Dallas Data Book", Excerpts, pages 3-7].

69. In 1983 DHA prepared a master plan for the rehabilitation of the West Dallas project and the revitalization of the surrounding community. The plan called for \$88,344,680 in rehabilitation and revitalization expenditures [plaintiffs' 12/12/88 exhibit #49 - Lake West Master Plan, pages 78-86]. The plan was not able to attract either the public or private funding necessary for its implementation [testimony].

70. From 1983 until the signing of the consent decree in this case, HUD refused to provide modernization funding for the West Dallas project unless DHA could implement a plan which would restore the project and the surrounding community to viability [plaintiffs' 12/12/88 exhibit #50 - West Dallas modernization documents]. Under the HUD viability requirements for modernization of a project, the housing authority must show that the

authority and the local government will, in addition to the rehabilitation of the units, undertake correction of conditions such as concentration of assisted housing, physical deterioration of the neighborhood, adverse environmental conditions, crime and lack of marketability of the project [plaintiffs' 12/12/88 exhibit #50 - supra, pages 7-10].

71. Beginning in 1985 DHA focused its efforts on achieving higher occupancy rates in West Dallas. DHA's instructions to its Resident Selection Staff with regard to this effort were to force families to take a unit in West Dallas or be denied any housing assistance from DHA [plaintiffs' 12/12/88 exhibit #51 - DHA 2/11/85 memorandum, page 2].

72. During 1986, after the West Dallas occupancy push, the rejection rate for the West Dallas project sites ranged from 58% and 60% for the family sites to 70% for the special purpose single person/elderly site [plaintiffs' 12/12/88 exhibit #52 - DHA summary of 1986 West Dallas rejection rates].

73. West Dallas has a long history of high vacancy rates [plaintiffs' 12/12/88 exhibit #5 - 1950s documents, page (1957); plaintiffs' 12/12/88 exhibit #10 - 1962-1966 documents, pages 5-8 (1963); plaintiffs' 12/12/88 exhibit #16 - 1970-1971 documents, page 52; plaintiffs' 12/12/88 exhibit #53 - West Dallas Vacancy History].

74. Each time DHA faced the choice of implementing its programs in a manner which would have relieved the pattern of racial segregation, it chose the policy or practice which instead

continued the pattern.

75. In 1969, when West Dallas was first subjected to a first come, first served tenant selection plan and was becoming all-black in occupancy, a substantial number of white elderly tenants requested transfers from West Dallas to the new elderly only projects. DHA requested and received HUD approval for the transfers [plaintiffs' 12/12/88 exhibit #14 - 1969 documents 4-9, 14]. These transfers would have had the obvious segregative effects of reducing the white population in the West Dallas project and increasing the white population in the white elderly projects.

#### VI. DHA and the Consent Decree

##### **A. 1987 Consent Decree**

76. As the Court found in Walker I, DHA violated the Consent Decree approved in this matter by "its delay in putting a new, non-discriminatory Tenant Assignment & Selection Plan into effect. 734 F.Supp. 1231, 1232 (N.D. Tex. 1989). The late plan finally presented was defective and violated the decree in several ways. Id. at 1235.

77. As the Court found in Walker I, DHA violated the Consent Decree by "its failure to provide the tenant mobility services required by the Decree." Id. at 1232. The violations consisted of delay in establishing the housing mobility division, failure to provide adequate resources, failure to provide correct information to those who wanted to use the Section 8 program, and delay in providing mobility services. Id. at 1235-39.

78. As the Court found in Walker I, DHA violated the Consent

Decree by "its actions concerning the 120% Fair Market Rent Exception for the use of Section 8 certificates and vouchers in non-impacted areas of Dallas and its suburbs." Id. at 1232. DHA delayed over three months in even submitting a request to HUD for a 120% rent exception that would make it possible to obtain adequate numbers of Section 8 units in non-impacted areas of Dallas and its suburbs. HUD denied the request, and did not approve the 120% rent exception for Section 8 certificates until six months after approval of the Consent Decree. HUD then took the position that this exception would not be granted for Section 8 vouchers. Once HUD changed its position on the vouchers, DHA refused to implement this exception until the court ordered it. Id. at 1239-40.

79. As the Court found in Walker I, DHA violated the consent decree by "its failure to meet the Decree's first year goal for the use of Section 8 assistance in non-impacted areas, and its refusal to use a substantial number of Section 8 certificates and vouchers allocated by HUD to DHA." Id. at 1232. DHA failed to meet the Consent Decree's modest goal of 15% of its Section 8 units in use in non-impacted areas. Id. at 1241-42.

80. As the Court found in Walker I, DHA violated the consent decree by "its failure to request code enforcement from the City of Dallas on housing that failed Housing Quality Standards ("HQS")." Id. at 1232, 1242-43.

81. As the Court found in Walker I, DHA violated the consent decree by "its failure to meet the Decree's deadlines for the

site selection, construction, and initial occupancy of the 100 units of new low income public housing." Id. at 1232. The site was selected by the Court and not DHA. Id. at 1244. DHA violated the next deadline by not beginning construction on time, and "HUD was at least partly at fault for this violation." Id. at 1245. DHA also violated the Decree because initial occupancy of the 100 new units did not begin on time. Id. at 1245.

82. The Court in Walker I, found additional violations of the Decree by DHA. Id. at 1245. These violations consisted of DHA policy of refusing to assign new tenants to the West Dallas project, DHA's notice to those on the Section 8 waiting list, and the one-for-one replacement with a Section 8 certificate or voucher for every unit demolished in West Dallas. Id. at 1245-46.

83. As the Court found in Walker III, "the City was a substantial cause of DHA's deliberate racial segregation and discrimination in its public housing programs in Dallas." 734 F.Supp. 1289, 1290.

#### **B. Continuing Violations by DHA Since Walker I**

##### West Dallas related provisions of the 1987 Consent Decree

84. The Decree provides that "6.D. DHA shall demolish a unit in the Project for every such unit provided by HUD pursuant to this Decree and comprehensive plan". C.f. 1987 decree 7.C. and 7.D. HUD has provided approximately 1,400 replacement units. DHA has not demolished any units in compliance with the Decree and comprehensive plan [plaintiffs' 1/13/92 exhibit #8 - Henderson deposition, page 17].

85. Exhibit B, incorporated into the 1987 Decree, provides that DHA will achieve a "decent, safe, and sanitary environment for the residents of the West Dallas project by the following actions:

A. Modernizing approximately 800-900 units for which funding has already been made available by HUD.

B. with respect to the remaining approximately 2,600 dwelling units,

1) demolishing those that are currently vacant;

2) relocating the current occupants outside the West Dallas project or to units modernized pursuant to ¶4A of this Plan, supra;

3) as units are vacated by occupant families, demolishing those structures; and

4) preparing the land for redevelopment for uses other than assisted low-income housing." DHA has complied with A. (modernization) and partially complied with B.2) (relocation). DHA has not complied with B. 1), 3) (demolition) or B. 3) (redevelopment for uses other than assisted low-income housing.

86. Paragraph II.2.D. required that "Clearance and demolition of buildings will follow a carefully-developed plan to be submitted and approved by HUD." Under the plan submitted and approved by HUD, all but the 800 modernized units should have been demolished and replaced by the end of the five years. Only 1,400 of the units have been replaced. None of the units have been demolished.



87. DHA's failure to comply with the West Dallas provisions of the decree directly affects the residents of the 800 modernized units. These class members continue to suffer the adverse environmental, physical, and social conditions which, according to the 1987 decree, negate any prospects for the long term viability of the modernized units. 1987 Decree 5.A. through 5.G. The prospects for viability of even the 800 units are dim given the additional facts showing the presence of an emergency lead contamination hazard in the West Dallas area [plaintiffs' proposed findings and conclusions in support of their lead motion].

88. DHA's failure to comply with the West Dallas provisions of the decree also directly affects the housing choices of African-American applicants for DHA's public housing and Section 8 programs. Had DHA been able to comply with the 1987 consent decree then an additional 1,300 Section 8 certificates or other forms of assisted housing units would have been available in the form of replacement units. Walker I, 734 F.Supp. at 1270. Now, those units are available only in that vestige of purposeful segregation, the West Dallas project. Walker I, 734 F.Supp. at 1268; Walker III, 734 F.Supp. at 1306; Walker v. HUD, 912 F.2d 819, 821 (5th Cir. 1990) - characterizing the West Dallas project as "one of Dallas's worst slums".

#### Housing Mobility Division

89. Exhibit B of the 1987 decree requires DHA to establish and maintain a Housing Mobility Division for Section 8 certificate or voucher holders seeking housing in non-racially impacted

areas [Exhibit B Summary of Plan Objectives 2., III.5].

90. The 1987 decree set up a separate Housing Mobility Division within DHA. The relevant provisions of the 1987 decree make it clear that the tasks to be assigned to the Mobility Division were limited. DHA has effectively and unilaterally amended the 1987 decree to deprive plaintiffs of the benefit of their bargain in this very important area to real desegregation of DHA's Section 8 program.

91. The Exhibit B mobility provisions state:

"Exhibit B

...

Summary of Plan objectives

...

2. establishment of a new Housing Mobility Division within DHA's organizational structure...This Division will promote and make housing mobility possible for black and other minority families of DHA's housing programs by:

A. Conducting outreach to owners of private rental housing in areas where few Section 8 certificate or voucher holders currently reside, with particular emphasis in non-racially-impacted areas of Dallas and the suburbs.

B. As part of the entire process of preparing for, locating and contracting for housing in those areas, assisting and counseling with families who are seeking such housing.

C. [non-minority and public housing.]

D. Administering tenant relocation programs of the DHA pursuant to this Decree.

E. [working with fair housing organizations]

F. Complying with the Housing Mobility requirements of HUD Handbook 7420.7 (11-79), Chapter 7."

...

III. General Procedures to Improve DHA's Administration of DHA's projects and programs.

...

3. All current and future participants in the Section 8 existing and voucher program will be notified of DHA's Housing Mobility Unit and the availability of counseling and referral services to assist any certificate or voucher holder who wishes to locate

alternative housing in areas where his or her race does not predominate. The content of the notice to be provided shall be agreed upon by the parties. Counseling shall include notice of units available in non-impacted areas (including all HUD-assisted or insured rental projects in such areas), a description of the location or neighborhood in which suitable units may be found, and the facilities and services available in those neighborhoods such as schools, day care, health care, and public transportation.

...

5. A new Housing Mobility Division will be established for the purposes previously described. The division will be headed by a staff person at the Assistant Director level with a minimum of five other staff persons (one real estate outreach person, three counselors and one clerical person). ...Once residents are placed by the Housing Mobility staff, they will be treated in the same manner as all regular Section 8 certificate holders with regard to handling of all interim examinations and re-examinations and other services under the Section 8 program. Either through the activities of this unit or through other means DHA will comply with the Housing Mobility requirements of HUD Handbook 7420.7 (11/79), Chapter 7."

92. The Court has already found DHA in violation of these provisions. Walker I, 734 F.Supp. at 1235-1239. DHA is continuing the violation by assigning mobility division staff to general Section 8 duties and by otherwise limiting that staff's efforts to promote housing choices in non-racially impacted areas.<sup>5</sup>

DHA's record of compliance with the mobility provisions

93. Walker I sets out DHA's past violations of the consent decree's mobility provisions. 734 F.Supp. 1235-1239. The mobility provisions of the supplemental consent decree were designed to remedy these past violations. DHA was given thirty days from the signing of the decree to reestablish the mobility division.

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<sup>5</sup> The mobility exhibit and mobility transcript references in this section are to the exhibits and transcript of the hearing before the Special Master which were to be filed with the Court along with the report of the Special Master.

Instead of restoring the mobility division, DHA continued the violation.

94. Walker I found that DHA's reorganization of the mobility unit which assigned responsibility for basic Section 8 program services to the mobility staff violated the consent decree. 734 F.Supp. 1236-1237.

95. DHA did not even make a token effort to remedy the Walker I violations of the consent decree until November 13, 1989 when the Assistant Director for HOP was hired. On January 20, 1990, DHA reported to the Court that the complete staff had been hired [DHA's Report to the Court # 8, Jan. 20, 1990]. This was five months after the opinion in Walker I. The claim was false. DHA did not have the 1987 decree required three (3) mobility counselors until May 13, 1991, only two weeks before the hearing on mobility related matters [5/28/91 transcript pages 60-62].

96. The mobility unit as reconstituted continues to be in violation of the decree.

97. DHA's Section 8 Administrative Plan<sup>6</sup> and the testimony of DHA's employees make it clear that the HOP performs a substantial amount of general administrative work for the entire Section 8 program. The Court has already ruled that a similar attempt by DHA to make the mobility staff responsible for basic Section 8 program services as well as mobility services "in itself, violat-

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<sup>6</sup> Plaintiffs' mobility exhibit #6. Since the hearing DHA has adopted a new Section 8 Administrative Plan. Deputy Director Henderson testified that the actual operation of the mobility function has not changed [plaintiffs' 1/13/92 exhibit #8, page 77].

ed the Consent Decree". Walker I, 734 F.Supp. 1236-1237.

98. DHA's present organization does not even have the consent decree required Housing Mobility Division. Instead, DHA has assigned mobility duties to a new section called the Housing Opportunity Program [HOP] which is also charged with general Section 8 program duties [plaintiffs' mobility exhibit #6, pages 4, 10, 13-16].

99. DHA adopted a new Section 8 Administrative Plan on August 23, 1990, after the agreement was reached on the Supplemental Consent decree. The Plan governs the operation of the HOP [plaintiffs' mobility exhibit #6; Mobility Tr. Campbell testimony, page 101].

100. According to the 1990 Section 8 Administrative Plan, the personnel assigned to the HOP are required to perform many basic Section 8 program services. The HOP staff has been given duties not included in the original consent decree's definition of the Housing Mobility Division. These duties include: working with all property owners, not just those in non-impacted areas, conducting the housekeeping training course, assisting families with jobs location [page 4]<sup>7</sup>, assisting all families with social services requests and other difficulties, doing the home visits for all clients [page 14], handling all requests for extensions of certificates and vouchers [page 15], and taking requests for housing quality standards complaint inspections [page 17]. The

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<sup>7</sup> The page cites are to the Aug. 23, 1990 DHA Administrative plan for the Section 8 program.

Assistant Director for HOP hears all appeals under the Section 8 program [page 14]. While these duties are important for the operation of the overall Section 8 program, the requirement that the limited HOP staff perform them continues the pattern of using the Housing Mobility division staff to perform general duties which has already been found to violate the consent decree.

Walker I, 734 F.Supp. 1236. The 1987 decree requires DHA to maintain a Housing Mobility Division whose responsibilities are limited to those provided in the consent decree. [1/20/87 decree Exhibit B sections - Summary section 2 through 2.F., III.3., III.5. III.15..

101. DHA's Section 8 Administrative Plan also failed to comply with other mobility provisions of the consent decree.

102. The Plan makes no provision for individual transportation for applicants to view available units, to make return inspection visits, and to execute leases. The Administrative Plan includes only van tours [page 13].

103. The Administrative Plan lists only one subject for individual counseling - "all HUD regulations pertaining to housing" [page 14]. The original consent decree requires extensive individual counseling [1/20/87 decree Exhibit B, Section III.3.; 9/24/90 decree section 9.(b)].

104. The Administrative Plan omits the requirement that DHA conduct an ongoing analysis of the adequacy of the Section 8 Fair Market Rent levels. The analysis is required by HUD Handbook 7420.7, paragraph 7.2.d. and paragraph III.5. of Exhibit B to the

original consent decree.

105. The DHA employees' testimony at the hearing confirms that a substantial part of the HOP's time is spent on basic Section 8 program services and on participants who are not seeking housing in non-impacted areas.

106. Each HOP counselor has an individual caseload of approximately 40 persons at any given time [mobility Tr.- Wade (Senior counselor) testimony, page 76]. HOP has a caseload of from 300 to 500 persons every month [mobility Tr.- Campbell (mobility assistant director) testimony page 107]. Fifty percent of the caseload are families who are not interested in finding housing in the non-impacted areas [mobility Tr.- Wade (Senior Counselor) testimony page 76]. The HOP provides basic Section 8 services to all Section 8 participants, not just those looking for housing in non-impacted areas [mobility Tr.- Campbell (Assistant Director) testimony page 94-95]. It is necessary to spend 20% more time with the families who want non-impacted housing than it does with families who are looking for housing in impacted areas [mobility Tr. Wade- (Senior Counselor) testimony page 76-77].

107. The HOP staff have no information on basic neighborhood facts such as the difference in rankings in the various school districts, relative crime statistics or job opportunities in the suburbs [mobility Tr.- Campbell (Assistant Director) testimony pages 96-99]. The HOP briefings do not include any information on which suburbs are served by DART [id at 99-100].

108. Even though the HOP staff recognize that families seeking housing in non-impacted areas face more difficulties in finding that housing, the staff does not believe it has any obligation to provide additional assistance to the families seeking non-impacted housing [mobility Tr.- Campbell (assistant director) testimony pages 102-104].

109. Both the Assistant Director and the Senior Counselor believe that it would be illegal steering for the HOP staff to even encourage minority families to seek housing in non-impacted areas [mobility Tr.- Wade (senior counselor) testimony pages 67-68, 74-75; Campbell (assistant director) testimony page 96]. There is no one at DHA whose job it is to encourage people to move to the predominantly white suburbs or the predominantly white areas of Dallas [mobility Tr.- Wade (senior counselor) testimony page 68]. Under the 1/20/87 decree, DHA has the obligation to "use every good faith effort to locate a substantial percentage of its Section 8 certificate or voucher units outside census tracts in which there are currently 10 or more Section 8 certificates in use" [1/20/87 Exhibit B III. 12.A.].

110. Half the caseload of the HOP is persons who are not seeking housing in non-impacted areas. But for its regular Section 8 duties, the HOP would be spending twice as much time on behalf of the mobility clients who want and need the extra assistance necessary to find housing in the predominantly white suburbs and areas.

111. DHA continues to provide false information about the



availability of housing in predominantly white areas to Section 8 participants. Walker I, 734 F.Supp. 1238. Each Section 8 participant is given a list of units in non-impacted areas in order to assist the participant in her housing search. Under the 1987 consent decree that list should include only housing in non-impacted areas and should include all such housing in non-impacted areas. DHA continues to list impacted housing on the non-impacted list [plaintiffs' 1/13/92 exhibit #20.B - November 1990 list and attached census tract locations with impacted units marked on the list]. DHA continues to omit non-impacted housing available for Section 8 participants in predominantly white areas from the list [plaintiffs' 1/13/92 exhibit #20.C. - November 1991 list and attached sheets showing Section 8 available units in non-impacted that are not on the list].

112. The 1987 decree requires DHA to provide only a limited staff. For most of the consent decree's duration, DHA has not even assigned the minimum staff. During those periods when there was a minimum staff DHA, by assigning that limited staff to non-mobility, basic Section 8 duties, continued to deprive the class of a substantial remedial component of the 1987 decree.

15% of Section 8 units in the suburbs

113. Exhibit B III.12. (A). states that by the third year of the decree "15% of the total DHA Section 8 certificate or voucher units will be in the suburbs". DHA has never met this goal. As of January 31, 1991 DHA's total Section 8 certificate and voucher allocation was 5,506 [DHA's 6/29/91 Section 8 utilization plan,

page 2]. In addition there are 117 Section 8 certificates which were converted to free standing certificates when the Robin Square project was terminated from the Section 8 moderate Rehab program. As of October 31, 1991, almost 5 years into the decree and 2 years since the deadline set by the decree, there were only 747 certificates or vouchers in the suburbs according to DHA's monthly report. This was only 13.57% of the allocation. DHA has maintained approximately 13% of the Section 8 allocation in the suburbs for the last 11 months [plaintiffs' 1/13/92 exhibit #20.A - summary of section 8 in the suburbs]. DHA has never achieved the 15% goal.

114. Had DHA achieved the minimum goal, an additional 84 families, most African-American, would have been residing in the housing of their choice in the suburbs for each month of the last two years.

Apply for all possible assistance

115. Exhibit B paragraph 9. requires DHA to apply "for all possible housing allocations or other forms of assistance that may become available through HUD that might help accomplish the goals of this plan".

116. The goal of the plan is "to remedy the unlawful discrimination alleged by plaintiffs in this lawsuit. This goal applies to all DHA public housing projects and Section 8 developments and programs" [Preface to Exhibit B of 1987 decree]. One form of assistance that would help accomplish the goals of the plan is HUD CIAP funds to improve the quality of the minority

projects to a standard approaching equality with the predominantly white HUD-assisted projects. A basic improvement is the installation of air conditioning in the non-elderly projects.<sup>8</sup> DHA did not even apply for CIAP air conditioning until April 1991. HUD has denied the application [plaintiffs' 1/13/92 exhibit #4 - 1991 CIAP application; plaintiffs' 1/13/92 exhibit #5.A. - HUD denial of funds for non-West Dallas air conditioning].

117. DHA has never applied for CIAP equalization funding under HUD's desegregation CIAP set-aside [plaintiffs' 1/13/92 exhibit #40 - CIAP guidelines, page 4, notice of preference for items designed to cure disparities between white and black projects].

118. HUD has made available special allocations of Section 8 certificates and vouchers for public housing authorities who incorporate the use of such certificates and vouchers into a desegregation plan [plaintiffs' 1/13/92 exhibit #28 - PHACA guidelines, page 2<sup>9</sup>]. DHA's applications for certificates and vouchers do not even mention desegregation [plaintiffs' 1/13/92 exhibits #38 - 1991 DHA Section 8 application; #39 - 1991 DHA

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<sup>8</sup> Air conditioning is eligible for federal public housing funding [plaintiffs' 1/13/92 exhibit #41 - public housing development criteria and air conditioning; plaintiffs' 1/13/92 exhibit #4 - DHA 1991 CIAP application; plaintiffs' 1/13/92 exhibit #5 - HUD approval of air conditioning for West Dallas CIAP].

<sup>9</sup> "PHAs that elect to sign a PHACA Agreement (see below) and submit a Title VI assessment for HUD determination may be considered for Section 8 Certificates or Vouchers that have been set-aside for desegregation purposes."

Section 8 application].

Country Creek and Voucher Payment relief

119. The Court, in Walker I, has found that DHA had violated the 1987 consent decree by its failure to use a proper voucher payment standard and by its failure to timely develop the Country Creek project. Walker I, 734 F.Supp. at 1239-1240, 1243-1245. The issue of relief for these violations has been pending for over three years. While the plaintiffs and DHA have been able to make some progress recently, there is still no final relief for the victims of the illegal behavior.

120. DHA has agreed, in a written report filed with the Court, to provide retroactive compensation for all voucher holders in non-impacted area who were charged more than they would have been charged under the HUD approved Section 8 certificate program exception rents [plaintiffs' 1/13/92 exhibit #25.A. - plaintiffs' counsel letter proposing agreement; plaintiffs' 1/13/92 exhibit #25.B. - excerpt from DHA report to the Court setting out DHA's agreement to pay all non-impacted voucher holders]. Instead of complying with this agreement, DHA has paid only a portion of the non-impacted area voucher holders [plaintiffs' 1/13/92 exhibit #25.D. - annotated list of relevant voucher participants].

121. There is no record of any payments to persons injured by the failure to develop the Country Creek units in a timely fashion.

122. HUD has taken no action to require DHA to comply with

the requirements of the 1987 consent decree. In many instances, HUD has even opposed plaintiffs' attempts to require DHA compliance with the 1987 decree.

#### VII. The City and the 1987 Consent Decree

123. The Court has already found that the City of Dallas has been a substantial cause of the racial segregation in public housing in Dallas both through its own actions and through its failure to stop DHA's blatantly discriminatory and segregationist practices. Walker III, 734 F.Supp. 1289, 1313 (N.D. Tex. 1989). The City of Dallas also chose to oppose the 1987 Consent Decree and to frustrate its implementation. Walker III, 734 F.Supp. 1289, 1313 (N.D. Tex. 1989). HUD continued to provide the City of Dallas with over \$195,000,000.00 in federal Community Development Block Grant funds without requiring the City to take effective action to cease discrimination and eradicate the effects of the racial segregation. Walker III, 734 F.Supp. 1289, 1292-1293 (N.D. Tex. 1989).

#### VIII. Individual plaintiffs

124. Each individual plaintiff has been subjected to the operation of HUD and DHA's racial segregation and injured by that segregation.<sup>10</sup>

##### Zelma Lang

125. Ms. Lang is an African-American woman who was on DHA's Section 8 certificate program since 1975 [Zelma Lang deposition

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<sup>10</sup> The relevant excerpts of the plaintiffs' depositions were filed with the earlier motion for summary judgment against DHA under the heading "Excerpts of Plaintiffs' Depositions".

at 19] It took one year and six months for Ms. Lang to receive the Section 8 certificate in 1975 [Id. at 18].

126. When Ms. Lang sought to use her Section 8 certificate to obtain housing in Mesquite, she was rejected "because they don't take Dallas certificates" [Id.].

127. Ms. Lang also sought Section 8 housing in Garland. She testified that, "I filled out an application there, and she said that she would call because there wasn't very many on the list. But I never heard from her." She continued, "There was no place to go. Nowhere. Because they don't take any in Mesquite or Garland. There's no point in wasting time going over there if they don't take them" [Id. at 19, 20].

128. Ms. Lang received no assistance from DHA, either initially or upon recertification, in her search for Section 8 housing--other than being handed a list of apartment complexes [Id. at 36, 37, 40, 42, 43]. She was instructed regarding what part of a form to complete and what part to return to DHA, in the event she found a complex willing to accept Section 8 [Id. at 40, 41].

129. DHA did not inform her of any other types of "public assistance housing" that might be available to her other than public housing or Section 8 [Id. at 44, 45]. Ms. Lang neither received, nor had information about where she could obtain, a list of HUD-operated apartments [Id. at 64, 65]. Obtaining such a list was desirable to Ms. Lang partly because the Section 8 lists provided by DHA to certificate holders like her contained certain

properties best described as "broken down, run down" apartments [Id. at 64, 65] or "slum apartments" [Id. at 147, 148]. "Most of the ones [apartments] that I know that takes Section 8 is somewhere where you don't want to be, somewhere that's run down, old cars sitting out there, and sheets up to the windows, somewhere where you don't want to be." [Id. at 135].

130. Ms. Lang was a Section 8 certificate tenant at 720 North Lancaster for about 5 years. That neighborhood was predominantly Latino and black [Id.]. Her Section 8 apartment was in a building with about 36 units [Id. at 12].

131. With respect to building and/or grounds management, "They just didn't keep them up. They stayed nasty all the time. You may go out there to get in your car, your car was gone" [Id. 30].... "And in the wintertime when it was cold, my door would need fixing, they'd never fix my door. You couldn't sit in my living room." "[T]he managers they had, they couldn't manage very well." The air conditioning did not work in the summertime. [Id. at 33].

132. Colorado Park was about a block or a block and a half from her North Lancaster apartment. The park contained no swings or things like that for Ms. Lang's son to play in. There was a swimming pool. But "they closed it up" because "the manager there was sorry and they wouldn't keep it clean" [Id. at 13].

#### Jeanette Washington

133. Jeanette Washington is an African-American woman, married with two children [Washington deposition].

134. Ms Washington first applied for admission to DHA's public housing program in approximately 1983 [Id. at 23]. While she was waiting to be offered an acceptable unit Ms. Washington and her family lived in various substandard and expensive housing conditions. During this period she had a job in Richardson which she lost because she did not have transportation from Southern Dallas to the job [ Id. at 19]

135. They lived with her mother at 2418 Denley. While living in this Dallas South Oak Cliff house, she paid rent of \$150 every two weeks [Id. at 11]. She was not receiving housing assistance at this time, but had applied for public housing [Id.]. This neighborhood is primarily black and Latino [Id. at 14].

136. Washington also lived with and paid rent to her mother-in-law at 2642 SeEVERS, also in South Oak Cliff, prior to living with her mother [Id. at 13]. This neighborhood is all black [Id.]. While living with her mother-in-law, Ms. Washington was very uncomfortable with the neighborhood. "There's a bunch of crime and the schools are far away, the grocery stores are far away, and everything is just so far apart. And the neighborhood is not a good environment. It's just the ghettos." [Id. at 40, 41].

137. Before living with her mother-in-law, she lived in an East Dallas apartment, in a neighborhood she described as a "bad environment," with her husband and three children. They had one bedroom, received no housing assistance, and were on the waiting



list [for public housing][Id. at 15, 16]. When her husband lost the transportation he needed for his job, he was discharged; when he lost the job, the family was evicted for nonpayment of rent[Id. at 16].

138. DHA offered Ms. Washington a public housing unit in West Dallas twice and each time she turned it down [Id. at 24] because "it's not decent for me or my kids." [Id. at 116]. When she was offered the Munger Avenue, Roseland Homes unit, she had been on the DHA waiting list about three years [Id. at 88].

139. Ms. Washington lived in public housing in a neighborhood which she describes as a "bad environment" and "undecent" [Id. at 8, 9], a common characteristic of public housing in black Dallas neighborhoods [Id. at 20, 21]. There are more than 75 and probably more than 100 apartments in her building [Id. at 9]. The park in the development has a swing, but no benches [Id. at 10].

140. Prior to the consent decree, DHA did not tell Ms. Washington that Section 8 was available to her. Someone at DHA told her that she made too little income to qualify [Id. at 114, 122]. Ms. Washington worked as an apartment cleaner in several North Dallas apartment complexes [Washington deposition].

141. Ms Washington wanted "[t]o find better housing,"... "just as long as they're in a nice, decent neighborhood." [Id. at 110].

142. When Ms. Washington applied to DHA, she was not told about any programs that would let her find housing in the suburbs [Id. at 114].

Debra Walker

143. Debra Walker is an African-American woman with two children. Ms. Walker received a Section 8 certificate in 1977, and another in approximately 1980. At each time, she was informed by DHA that she could use them "in the Dallas city limits" [Walker deposition at 66, 71].

144. DHA gave her a list of Section 8 units, many of which were substandard. [Id. at 67].

145. Of the approximately twenty apartments Ms. Walker applied to during 1977, she received two offers, Lafayette Square and Annex Terrace. As bad as it was, Lafayette Square was not only the nicer of these two "choices," it was the nicest of all she had applied for [Id. at 67, 68].

146. When Lafayette Square stopped taking Section 8, Ms. Walker renewed her search for alternative Section 8 housing [Id. at 72]. "And all the apartments that they showed us on the list and stuff, I just couldn't put my children in it." [Id.].

147. Having applied to approximately twenty apartments, she was offered three--one of which was Annex Terrace [Id. at 73]. She rejected all three and moved "back home" to an overcrowded household [Id. at 73].

148. In approximately 1980 when Ms. Walker was again looking for Section 8 housing, she looked at and applied to about thirty apartments [Id. at 74]. She was hoping for better housing this time around [Id. at 73].

149. She accepted the one offer she received, from the

Legend Apartments, and lived there two and one-half years [Id. at 74, 75]. The building was about 95% black, the neighborhood was badly run down and "they had a lot of drugs out there, too." [Id.]. She and her two children stayed in a two-bedroom apartment [Id.].

150. When the Legend Apartments stopped taking Section 8, Ms. Walker looked through the Yellow Pages and newspaper for alternative Section 8 housing [Id. at 76].

151. After applying to about ten apartments, she received one offer from Revlon Apartments [Id.]. Feeling the pressure of the sixty-day period within which she had to find an apartment or lose her Section 8 certificate, she accepted [Id.].

152. She received Section 8 assistance while at Revlon, which is located on Lancaster in Oak Cliff [ Id. at 32]. In describing the neighborhood surrounding Revlon, Ms. Walker stated, "It's a lot of violence. Apartments are not kept up at all. They have real big, large rats. And the plumbing was real bad there. They just didn't fix anything there" [Id.].

153. Most families in Revlon were black [Id. at 33]. There was a washer and dryer in the building, but they did not work well. "They were always broke down there. So it was just like we didn't have a washer and dryer there," testified Ms. Walker [Id. at 33, 34].

154. After the Revlon Apartments quit taking Section 8 certificates, Debra Walker lived at 1547 Avenue B, Apartment B, in the Town Village Apartments [ Id. at 19, 20].

155. Ms. Walker described the Town Village Apartments. She testified, "[I]t's nothing but a drug--everybody in the apartments sell drugs. You can ask a child three or a four or five year old child where can I buy some drugs at. And everything is falling apart in the house. There's rats. Bad plumbing. Violence." [Id. at 20]. "The maintenance, it's never kept up there. It's trash everywhere. Furniture on the outside." [Id. at 22].

156. These Oak Cliff apartments had a racial composition of "all blacks" [Id. at 20, 22].

157. When Ms. Walker asked to be transferred from Town Village, DHA told her that there would be problems in her transferring from Town Village to Georgetown Apartments [Id. at 25]. She testified:

I had to wait until my lease was up. I went to Section 8 to ask them if I could transfer because I was having so many problems over there and they wouldn't fix anything, you know. And they told me no. I was having a gas leak and gas company came out so many times. They told the manager to fix certain things in the house, too, with the stove. And they ignore it.  
[Id.].

158. To transfer before her lease expired, Dorothy Parsons in the DHA Section 8 office told Ms. Walker that she needed to get a doctor's statement [Id. at 26]. Ms. Walker got the statement and received the transfer to Georgetown [Id. at 26].

159. After she got the doctor's statement, Carlos Moran in the DHA Section 8 office "was still trying to give me a hard time at first. He said I ought to be thanking God that I had a place to stay [Id.].

160. Because she did not want to continue staying in Town Village, Ms. Walker agreed to accept a two-bedroom unit in Georgetown [Id. at 26, 27]. She qualified for a three-bedroom unit, but none were available [Id. at 26].

161. Georgetown has a newer part and an older part, the former being "real nice" while the latter is, or is becoming, "run down" [Id. at 27, 28, 29]. Ms. Walker moved into the older part [Id. at 28]. She saw "roaches crawling everywhere" [Id. at 27]. The grass needs cutting and "it's really nasty in the hallways." [Id. at 28]. Windows are broken [Id. at 28].

162. Ms. Walker never applied for public housing "[b]ecause all of them are in run-down neighborhoods, racially segregated. And I just don't want my children in that kind of environment any more than I have to" [Id. at 61]. She would not consider living in public housing even if the projects were substantially improved "because they'll still be in the same neighborhood" [Id.].

163. Ms. Walker did not learn about the "HUD list" until 1985 [Id. 74, 77]. Comparing the lists of apartments she received from the DHA Section 8 unit to the HUD list, Ms. Walker testified about the quality of DHA's Section 8 housing: "They don't show you nice areas like this list." [Id. at 67, 66].

164. When Ms. Walker was preparing to vacate her unit in the Revlon Apartments in 1985, she applied for housing listed on the HUD list and for housing on DHA's Section 8 list [Id. at 78, 79].

165. The offers she received from the DHA Section 8 list were in apartment buildings that were "run-down real bad." [Id.

at 79, 80, 81, 82]. These offers were located primarily in South Dallas; one was in Oak Cliff [Id. at 79, 80]. Ms. Walker did not want to live in South Dallas [Id. at 79]. And the Oak Cliff property, Ewing Estates, was "real bad" [Id. at 80]. Other than the sheets she was given in her orientation packet from the Dallas Housing Authority, nobody from DHA told Ms. Walker what she could do if she was confronted with racial discrimination in her search for housing [Id. at 140]. Aside from DHA's Section 8 lists, DHA did not inform Ms. Walker about "the different other apartments" where she could have applied for subsidized housing [Id. at 142].

166. Ms. Walker wanted the option of obtaining decent subsidized housing in a white neighborhood [Id. 143, 208, 209].

#### Renita Brown

167. Ms. Brown is an African-American woman with three children. Ms. Brown first received her Section 8 certificate in 1981. At that time DHA informed her that DHA Section 8 certificates were not to be used in the suburbs [Brown deposition at 33, 36, 86, 141, 145, 146, 150].

168. At the time of the consent decree, Ms Brown resided at 7725 Piedmont, Apt. C, in the Georgetown Apartments [ Id. at 7, 9]. Georgetown Apartments is located in the Dallas neighborhood known as Pleasant Grove [Brown Deposition I at 9]. Ms. Brown moved into the Georgetown Apartments on December 28, 1985, with Section 8 assistance [Id.].

169. Before moving to the Georgetown Apartments, from July

1985 until December 1985, she and her children lived with her grandmother at 2719 Hastings in South Dallas [Id. at 10].

170. Prior to living with her grandmother, she lived at 2924 Robin Oaks in the Oak Cliff area of Dallas [Id. at 11]. She lived here from October 1984 to July 1985 [Id.], and received Section 8 assistance during part of that period [Id. at 11, 12].

171. Before living in Robin Oaks, Ms. Brown lived with a friend at 3911 Lamay in an Oak Cliff house [Id. at 13]. DHA had a requirement that Ms. Brown be off Section 8 for three months before she could move into Robin Oaks [Id. at 14, 15, 16].

172. She lived in the Banks Street Apartments in Southeast Dallas, starting in about 1981, for a little over a year [Id. at 12, 13, 14, 15].

173. Ms. Brown described the Robin Oaks apartment she lived in: "[I]t was terrible. There was drugs, there was killings, there was shootings, gangs breaking in. They broke in my apartment. And it was just no place to raise children. Dope, you know, you see all kind of dope..." [Id. at 18].

174. Ms. Brown described the predominantly black Banks Street neighborhood she had lived in: "Well, it's got pretty much the same thing. They had the dope over there, the shootings, and it was just one way in and one way out, you know. Police chasing people through there, you know, tearing up people's cars and things, and snakes, just--it's no place to raise kids" [Id. at 19].

175. Ms. Brown has no desire to live in public housing: "I

grew up in the projects, you know, and I try to do better. I try to better myself ... and to go back into a project is just like going back to Robin Oaks to me," she testified [Id. at 32].

176. DHA's limited assistance in helping Ms. Brown to look for housing made her feel like she was on her own [Id. at 36, 37]. DHA's limited assistance in the housing search process and the two-month deadline for obtaining Section 8 housing were factors which led Ms. Brown to finally accept an apartment, offered by DHA, which she had rejected twice previously [Id. at 36, 37, 48, 49].

177. In fact, when she moved into the Bank Street Apartment, she had never seen the apartment [Id. at 49].

178. That apartment was located within an environment Ms. Brown describes as follows: "They had the dope over there, the shootings, and it was just one way in and one way out, you know. Police chasing people through there, you know, tearing up people's cars and things, and snakes, just--it's no place to raise kids" [Id. at 19].

179. In order to get into Robin Oaks, Ms. Brown, then a resident of Banks Street Apartments, had to give up her Section 8 assistance for three months; and she did so [Id. at 14, 15].

180. After she had been at Robin Oaks for awhile, she wanted out; but DHA told her that her choice was to stay put or either get off Section 8 for three months and then get back on [Id. at 136, 137].

181. Ms. Brown complained to DHA about the intolerable



condition of her apartment at 2924 Robin Oaks, Apartment 108-B [Id. at 57, 114, 115, 116, 117, 126], an address mistakenly listed on her lease as 3005 Ledbetter, the address to the building's office [Id. at 123, 124, 125, 126].

182. The following letter was written by Ms. Brown to Mr. Carlos Moran of DHA on or about Feb. 25, 1985 complaining about the conditions at Robin Oaks:

Attention Mr. Carlos Moran. My name is Renita Brown. I live at 2924 E. Ledbetter #B108. I moved over here because I thought that this may be the place for my children and I for awhile. It's so convenient to the schools and stores, washateria but we have feer in our hearts for our lives. There has been too much going on around this place. The first thing that happened was my kids caught a man standing on their window seal looking into their bedroom, then someone took my outside light bulb out one night after I come in. And then someone had been trying to pry my living room window open and knocked a whole in it. Now this. I left home on Saturday morning and didn't come back until Sunday night and some one had broke in my house they had busted in through my kids bedroom wall. There is a vacant apt. next door and they just come through the wall and stole some of my things. I had asked the manager to let me move to the front 2 weeks ago and they said I couldn't and now this has happened. Next time the[y] just might come on in on me and my kids and hurt one of us or even kill us and I'm scared, my kids are afraid to sleep in there own room and you would be to if it had happened to you. I'm a single parent with 3 children trying to make this a nice comfortable home for my children. But I can't do it for worrying about when something is going to happen....

[HUD-Brown Exhibits #13 and #14].

183. Ms. Brown listed additional concerns in a postscript to that letter to DHA's Mr. Moran:

Need better refrigerator. Goes off all the time and food spoils. Needs Acc. work finished. Water leaks from hall celing. Stove leaks gas. Have to get on floor and blow oven to come compeletly on. Water stands in window and freeze to ice when cold. Pipe holes are still open in kids closet. Need bathroom door. Won't close all the way and won't lock. I got a notice from the gas co. saying the gas

will be turned off on Feb. 26, 1985 for non payment.

[HUD-Brown Exhibit #14 at 2].

184. When Ms. Brown moved into her Robin Oaks apartment, her stove did not work, her refrigerator was faulty, and there were other problems; but the apartment passed inspection [Id. at 60].

185. The result of that complaint, detailed in HUD-Brown Exhibits #13 and #14, was that Ms. Brown was terminated from Section 8 at that apartment because the slumlord refused to correct certain housing conditions [Id. at 59, 60, 61, 127]. She consequently paid all of the May and June, and some of July 1985, rent to the landlord in order to avoid eviction [Id. at 11, 12]. In March or April 1984, Ms. Brown spent a week in the hospital as a result of ulcers caused by worrying [Id. at 79, 80, 82]. She took medicine prescribed by her doctor, and visited her doctor every two weeks, from approximately April 1984 through September 1984 [Id. at 108, 109, 110].

186. Ms. Brown ended up moving out of her Robin Oaks apartment and in with her grandmother in July 1985 [Id. at 117, 121]. Her grandmother's home was too small: "[T]he place is too crowded, me and my three kids are sleeping in one room. You know, we're living in one room together, you know, and it was just very inconvenient," Ms. Brown stated [Id. at 82].

187. Even after Ms. Brown vacated her unit at Robin Oaks, it still took the intervention of Mary Dews to get DHA to process Ms. Brown's Section 8 certificate quickly enough so that she could move out of her grandmother's home and into an available

unit at Georgetown Apartments [Id. at 63, 64, 65].

188. Ms. Brown described the Georgetown Apartments as "nice" [Id. at 16]. But the owner allowed the Georgetown Apartments to deteriorate [Deposition of Renita Brown, June 4, 1990, at 7, 8, 9, 10] [hereinafter Brown II]. Ms. Brown stated, "Well, the place just really went down and the air conditioning was not proper and the security was not proper, the grounds weren't kept up, the building structure itself was not kept up" [Brown II at 7].

189. Ms. Brown prefers to live in the suburbs, believing they have less crime and better neighborhoods [Id. at 37, 38].

#### Lillie Thompson

190. Plaintiff Lillie Thompson is an African-American woman with two children. She has received Section 8 assistance since approximately 1983. [Thompson deposition at 25, 26].

191. Before moving to the Georgetown Apartments in Pleasant Grove, she lived, for a year and four months, at 3822 Holmes in South Dallas [Id. at 8, 9]. She received Section 8 assistance while living with her children on Holmes in a two-bedroom duplex [Id. at 9, 10].

192. That African American neighborhood was very run down, and drugs and alcoholics were evident [Id. at 9, 10, 11]. One side of her duplex was vacant for about seven months, and this vacant unit attracted drug users who were literally next door to Ms. Thompson [Id. at 10, 11]. "You could look out your window during the daytime or any time and see drugs, and I didn't want

my kids raised up around that," she noted regarding her South Dallas home [Id. at 93]. The duplex did not have a washer and dryer, nor was it near a park [Id. at 11].

193. In early 1984, the toilet at the Holmes street unit broke, and neither the landlord nor DHA treated this as an emergency [Id. at 39, 40]. Ms. Thompson stated, "[M]y toilet was broke for about a month straight, and I called Section 8. I had sent Section 8 maybe three or four letters saying that the landlord hadn't fixed it, and Section 8 sent me a letter maybe three weeks later saying that if this problem isn't fixed within 14 days or 21 days, then let them know" [Id. at 39].

194. When she subsequently notified DHA that the problem remained, DHA's response was "[t]he same thing. If it's not fixed within so many days, call them back" [Id.]. Ms. Thompson repeated this routine with DHA and got "[t]he same thing over and over again" [Id. at 39, 40]. In the meantime, she kept contacting her landlord to complain about the broken toilet [Id. at 40].

195. On one of the occasions when Ms. Thompson called DHA about her broken toilet, in the latter part of 1984, DHA transferred her call to the Dallas Tenants Association [Id. at 40, 41, 42]. She stated, "I called Section 8; they transferred me to Dallas Tenants Association" [Id. at 40].

196. When she initially applied for Section 8, no one told Ms. Thompson what she could do if she found that she was a victim of racial discrimination in her search for housing [Id. at 53].

Ms. Thompson applied to about seven Sec. 8 apartments in Oak Cliff, all of which, she was informed, had waiting lists six or seven months long [Id. at 44, 45, 46, 47]. She complained to DHA about the length of those waiting lists [Id. at 47].

197. DHA's explanation to Ms. Thompson about how to go about looking for an apartment was limited to telling her to call apartments and ask whether they accept Section 8 [Id. at 27]. At that time, DHA did not provide a list of apartments to Ms. Thompson [Id.].

198. DHA informed Ms. Thompson that her Sec. 8 certificate was only good in Dallas [Id. at 27, 81, 85, 86].

199. Ms. Thompson called North Dallas apartments, because that was one area she desired to live in, but was informed by the agents that they did not take Section 8 [Id. at 28, 29, 30]. Ms. Thompson liked the three or four Pleasant Grove apartments she looked at, and she put her name on the one-year waiting list for each of these [Id. at 30, 31, 96]. Ms. Thompson also sought housing in suburbs of Dallas [Id. at 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 100, 101, 105].

200. Ms. Thompson complained that the DHA Section 8 rents were too low for her to get an apartment in a nice area [Id. at 56-58, 99-100].

#### Hazel Williams

201. Ms. Williams is an African-American woman with three children [Williams deposition at 8-9]. She first received a DHA Section 8 certificate in about 1981 [Id. at 129].

202. Although she was eligible for a three bedroom Section 8 certificate, DHA gave her a certificate for a two bedroom unit. DHA told her she could have her nine year daughter sleep in her bedroom [Id. at 128-129].

203. DHA told Ms. Williams she could not use her Section 8 certificate in the suburbs [Id. at 83, 84, 130].

204. The first unit Ms. Williams obtained using her Section 8 certificate was a house in a run down, predominantly black neighborhood [Id. at 23-24].

205. The second unit Ms. Williams obtained using her certificate was a duplex in a predominantly black neighborhood. The duplex continued to pass Section 8 inspections even though there were sewage problems and a window in the wall with the adjoining unit. The neighborhood was also run down. [Id. at 29-32].

206. Ms. Williams was forced to move from this unit when the owner decided to rent to a relative. The only vacant unit she or DHA could find for her was in the Southern Oaks apartment [Id. at 47, 54, 55, 176]. While this unit was on the vacancy list given to Ms. Williams by DHA, it did not pass the Section 8 inspection because of numerous housing quality standards violations [Id. at 173]

207. Ms. Williams subsequently obtained a unit at the Gerogetown Apartments in Pleasant Grove [Id. at 8].

Issues of Law

Whether or not DHA and HUD are liable to the class for injunctive relief to eliminate the effects of racially segregation in the low-income housing programs operated by DHA and funded and administered by HUD?

Respectfully Submitted,

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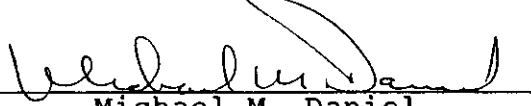
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Certificate of Service

I certify that a true and correct copy of the above document was served upon counsel for all defendants by being placed in the U.S. mail, first class postage prepaid, on the 12<sup>th</sup> day of JAN, 1993.

  
Michael M. Daniel