

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

DEBRA WALKER, ET AL.)	
)	Civil Action No.
v.)	3:85-CV-1210-R
)	
U.S. DEPARTMENT OF HOUSING)	
AND DEVELOPMENT, ET AL.)	Class Action
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HUD'S SUPPLEMENTAL RESPONSES TO PLAINTIFFS'
REQUESTS FOR ADMISSIONS

Pursuant to Rule 36, Fed.R.Civ.P., defendant United States Department of Housing and Urban Development ("HUD") responds as follows to plaintiffs' requests for admissions as to the truth of the following statements:

Department of Justice involvement in DHA

69. On June 14, 1968 HUD informed DHA in a letter that unless DHA dropped its freedom of choice plan, then DHA's noncompliance with Title VI would be referred to the Department of Justice. [plaintiffs' 12/12/88 exhibit #13, page 15].

Response: Admitted.

70. HUD informed DHA on July 1, 1968, that the matter of DHA compliance with Title VI had been referred to the Department of Justice. [plaintiffs' 12/12/88 exhibit #13, page 23].

Response: Admitted.

71. The Department of Justice forwarded a proposed agreement to DHA on September 16, 1968. [plaintiffs' 12/12/88 exhibit #13, page 32].

Response: Admitted, with the qualification that the agreement forwarded by the Department of Justice was a proposed settlement agreement.

72. The Department of Justice conferred with DHA and City regarding the compliance agreement for DHA on August 22, 1968. The Department of Justice furnished DHA with a copy of the complaint which has already been signed. [plaintiffs' 12/12/88 exhibit #13, pages 34-35].

Response: Admitted.

73. The Department of Justice tells DHA by letter dated Oct. 12, 1968, that DHA's proposed plan was unacceptable in some particulars but that the Department of Justice was willing to accept a one offer plan, even though "the institution of a 'one choice' plan is likely to result in little or no change in the racial composition of any of your other locations, all of which are presently segregated. Accordingly, we wish to reiterate our view that the adoption of a "three choice" plan would be more likely to achieve the objectives of Title VI of the Civil Rights Act of 1964 and to meet the constitutional obligation of the Housing Authority to disestablish the segregated system of operating public housing projects." [plaintiffs' 12/12/88 exhibit #13, pages 65-66].

Response: Denied, except to admit that the provision of the letter quoted states in full:

"We are also concerned with the Housing authority's apparent decision to adopt a 'one offer' plan rather than a 'three offer' plan. As you know, the latter plan is permissible under the regulations

and it would appear to be more consistent with the previously stated preference of the Housing authority for a plan offering the greatest possible choice of units to tenants. Because your location in West Dallas, the only desegregated location, has by far the highest number of vacancies, the institution of a 'one choice' plan is likely to result in little or no change in the racial composition of any of your other locations, all of which are presently segregated. Accordingly, we wish to reiterate our view that the adoption of a 'three choice' plan would be more likely to achieve the objectives of Title VI of the Civil Rights Act of 1964 and to meet the constitutional obligation of the Housing Authority to disestablish the segregated system of operating public housing projects.

Nonetheless, a 'one choice' plan is permissible under the applicable regulations of HUD and, if properly administered (for example, by assuring that hardship exceptions are fairly and liberally granted), it could tend to achieve the desegregation of your housing locations. For that reason we do not insist upon the adoption of a 'three choice' plan at this time."

74. The Department of Justice transmitted to DHA the signed agreement on Nov. 9, 1968. [plaintiffs' 12/12/88 exhibit #13, page 92]. The agreement provided that if after six months the plan contained in the agreement had not accomplished substantial compliance with the laws of the United States, the Department of Justice could institute judicial or administrative enforcement proceedings against DHA. [plaintiffs' 12/12/88 exhibit #13, pages 93-97].

Response: Admitted.

75. By letter dated Dec. 27, 1968, the Department of Justice informed DHA that DHA was violating the terms of the Agreement and that the Department of Justice would consider enforcing the Agreement unless DHA assured the Department of

Justice that it would comply with the Agreement. [plaintiffs' 12/12/88 exhibit #13, pages 104-105].

Response: Denied, except to admit that the Department of Justice sent a letter dated December 27, 1968, informing DHA that it was violating some of the terms of the Agreement and that unless the Housing Authority complied with the requirements of the Settlement Agreement, DOJ would "consider whether proceedings to enforce the Agreement should be commenced."

76. On December 31, 1968 DHA wrote to the Department of Justice refusing to comply with the Agreement. [plaintiffs' 12/12/88 exhibit #13, pages 107-108].

Response: Denied.

77. A conference was held between DHA, the City of Dallas, and the Department of Justice and an agreement was reached on changes to DHA's tenant selection and assignment process to require centralized tenant selection and assignment to end use of freedom of choice plan. [plaintiffs' 12/12/88 exhibit #14, page 1].

Response: Admitted.

78. The DHA's attorney, in early March 1969, advised the Attorney General of the United States of America that DHA was going to rescind the DHA resolution approving the Agreement with the Department of Justice and return to its earlier freedom of choice methods. [plaintiffs' 12/12/88 exhibit #14, page 12].

Response: Admitted, with the qualification that DHA informed the Department of Justice that vacancies had increased under the new

policy and stated that it would continue to operate under the agreement "for another month or two, but if the vacancies continued to increase as they did the first month, the Authority would rescind the Resolution and return to its former procedure."

79. Justice Department attorney, Thomas Keeling visited DHA and met with DHA staff on August 25, 1969, According to DHA's notes, the Department of Justice had found a high correlation between project of application and project of offer and that white applicants were being offered white projects. [plaintiffs' 12/12/88 exhibit #14, pages 29-30].

Response: Admitted that notes of DHA's staff support this statement.

80. On December 10, 1969 DHA passed a resolution going back to freedom of choice plan unless HUD waived Title VI required policy by January 17, 1979. [plaintiffs' 12/12/88 exhibit #14, pages 47-48].

Response: Admit, except to note that the resolution indicated that DHA would return to freedom of choice unless a HUD waiver was provided by January 17, 1970.

81. The Department of Justice wrote DHA on Aug. 17, 1970:

"This Department has received information that the Dallas Housing Authority has rescinded its central tenant assignment methods of operation and has returned to a freedom-of-choice operation. . .Therefore, the Authority's present operation is in violation of the HUD regulations and is contrary to its agreement with this Department. Moreover, the Authority's past operation under freedom-of-choice would indicate that the new procedure does not satisfy the Authority's obligation under Title VI, 42 U.S.C. 2000d, to insure the guarantees of the Fourteenth Amendment. Federal law requires that a public agency, which has in the

past operated under an official policy of racial segregation, take steps to correct the continuing effects of its past discrimination.... In view of the responsibility of this Department and of HUD to take early steps to eliminate any unlawful practices, we think a prompt response to this request to be of great importance". [plaintiffs' 12/12/88 exhibit #16, page 16].

Response: Admit that the excerpts quoted are accurate, except that the word "operation" in the first sentence should be "administration."

82. In the August 24, 1970 DHA minutes, DHA was requesting a conference with Attorney General Mitchell for the purpose of discussing the DHA's problems with the Department of Justice. [plaintiffs' 12/12/88 exhibit #16, page 24].

Response: Admitted.

83. On September 17, 1970 there was a meeting with DHA and John Ossea and Buddy Bennett of the Department of Justice and HUD officials to negotiate a tenant selection and assignment plan for DHA. No resolution of the matter was reached. A Department of Justice representative states "You had an agreement with Justice and dropped it to adopt some other plan. This is basically why we are looking into the operation. Can't say one system is better than another. This review should tell us something. Can't comment one way or another until we get the facts in." [plaintiffs' 12/12/88 exhibit #16, pages 36-42, 41]

Response: Admitted, except to note that the meeting took place on September 18, 1970.

84. A City of Dallas 9/23/70 memorandum reports that the HUD Area Director considered DHA to be deliberating flaunting and

challenging not only HUD but the Department of Justice's rulings. [plaintiffs' 12/12/88 exhibit #16, page 43].

Response: Admitted.

85. A HUD 8/24/74 memo determining DHA to be in noncompliance with Title VI also stated "It was in March 1970 that the Authority published and began operating under the revised Tenant Selection and Assignment Plan without having received HUD's or Justice's concurrence. No enforcement action has been taken and there is none apparently contemplated. In October, 1973, a memorandum was forwarded from this office to the Assistant Secretary for Equal Opportunity requesting we be advised the position of the Department of Justice and HUD with respect to possible enforcement of Title VI violations. Records in this office indicate that no response has been received" [plaintiffs' 12/12/88 exhibit #16, pages 3-11].

Response: Admit that the quotation is accurate, except that the date on the HUD Memorandum is 8/28/74, and the memorandum is contained in plaintiffs' 12/12/88 exhibit # 17, pages 3-11.


86. The U.S. Department of Justice has taken no action to enforce Title VI, 42 U.S.C. § 2000d, et seq. against DHA since 1/1/1971.

Response: Despite reasonable inquiry, HUD lacks sufficient knowledge to admit or deny the truth of these statements. HUD does not believe that any federal agency has requested that the Department of Justice initiate an enforcement action under Title VI against DHA in the period beginning 1/1/71.


Respectfully submitted,

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June 24, 1994

CERTIFICATE OF SERVICE

I, Thomas H. Peebles, hereby certify that on June 24, 1994, I served a copy of HUD's Supplemental Responses To Plaintiffs' Requests For Admissions, by first class mail, postage prepaid to:

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