UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES

The Secretary, United States Department of Housing and Urban Development, on behalf of: MELISSA D. GARRETT, JAMAAL KING, AMANDA GARRETT, CHRISTOPHER DOSS (A/K/A TOMMY DOSS) AND THREE MINOR CHILDREN, Charging Party, v. PHILLIP MAZE AND OPAL MINNIE MAZE, Respondents.	HUDALJ 10-M-015-H4 April 26, 2011

Appearances

For the Complainants: Donnie Murray, Sylloris Lampkin, and Melissa Anderson, Attorneys, United States Department of Housing and Urban Development, Atlanta, GA

For the Respondents: Clint L. Maze, Attorney, Arab, AL

INITIAL DECISION UPON REMAND

BEFORE: J. Jeremiah MAHONEY, Administrative Law Judge ("ALJ")

The Charging Party requested Secretarial Review of the undersigned's Initial Decision and Order ("ID") in this matter, dated January 28, 2011.[1] Specifically the Charging Party challenged:

(1) the Court's determination that Phillip Maze's actions were not authorized by the property owner, his mother, Opal Maze, who the Court found was, at all times relevant to this matter, mentally incompetent; and

(2) the manner of the Court's assessment of penalties against Phillip Maze was improper because the Court was "fixated" on a mathematical formula for determining and imposing penalties.

The Secretary agreed, and directed corrections as follows:

[1] The Respondents did not petition for Secretarial Review, or file an opposition to the Charging Party's petition.

1. **<u>The ALJ's finding that an agency relationship did not exist between Respondents Phillip and Opal Maze, and that Respondent Opal Maze is not vicariously liable for Respondent Phillip Maze's illegal actions is contrary to the law and the facts.</u>**

2. **<u>The ALJ's legal conclusion with respect to emotional distress damages is contrary to law.</u>**

The effect of the Secretary's direction will be implemented below.[2]

A. Liability of Opal Maze

—The Secretarial Review stated the following:

> [T]he ID also is in error finding that, under agency principles, Opal Maze did not have the capacity to authorize Phillip Maze to rent the mobile home to Complainants. There is no question that a durable power of attorney is meant to deal with situations in which the principal becomes incompetent. Alabama law provides that the acts of an attorney-in-fact pursuant to a durable power of attorney during the principal's incompetency bind the principal . . . Opal Maze's dementia is irrelevant as to whether or not Phillip Maze was her agent because Kenneth Maze, through his power of attorney, impliedly made Phillip Maze her subagent.

(Order on Secretarial Review, pp.5-6). The relevant statements in the ID were:

> The preponderance of evidence suggests that at all times relevant to this matter Opal Maze did not have capacity to authorize Phillip Maze to rent the mobile home to the Complainants, or to collect rent payments from the Complainants. Moreover, Phillip Maze testified that Opal Maze never authorized him to rent out the mobile home to the Complainants (Tr. 480), and that he never had power of attorney from Opal Maze.

(ID p.8).

> The Court concludes that Opal Maze cannot be held liable for Phillip Maze's actions under agency principles because she had no capacity to authorize, and did not actually or apparently authorize Phillip to rent the mobile home to the Complainants, nor did she have the capacity to take the racially discriminatory actions complained of in this action.

(ID p.9).

Suffice it to say that neither of these statements was intended to address Opal's mental capacity at the time she signed the durable power of attorney, nor to impugn the validity of that document. They were intended to make clear that Opal could not and did not directly and contemporaneously authorize Phillip's rental of the mobile home to Complainants.

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[2] <u>Aylett v. Sec'y of Hous. and Urban Dev.</u>, 54 F.3d 1560, 1561 (10th Cir. 1995) (citations omitted) ("[W]e must sustain an administrative agency's decision if it is supported by 'substantial evidence,' which is 'such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.'") It is not the place of the ALJ to undertake second-guessing of the Secretary's factual determination, but that does not preclude pointing out the conflicting facts considered by the Court in arriving at the ID.

—The Secretary found that "[t]he evidence ... demonstrates that, up until the time of the hearing in this case, Phillip Maze was meeting with potential tenants, signing leases, collecting rent and security deposits, providing and paying for water services for the trailers, maintaining the trailers, and completing repairs." (Order on Secretarial Review, p.5).

The evidence, however, does not demonstrate that Phillip was "meeting with potential tenants." In this case, the only potential tenants, Melissa and Amanda Garrett never saw any advertisement of the mobile home being available for rent. (Tr. 139:3-4, 204:21-205:3). Melissa knew about the availability only because she had lived next to the mobile home, and she approached Phillip about renting it. (Tr. 139:3-14). Had Amanda not gone with Melissa and asked Phillip in his yard about the availability, Amanda would not have known anything about it. (Tr. 205:3-10). Phillip confirmed that the Complainants "came and asked [him] about [the availability.]" (Tr. 480:12-16). Aside from the unauthorized rental of the subject mobile home to Complainants, Phillip had rented it to someone else in the spring of 2007 and no other time he could recall. (Tr. 499:21-500:9; Respondent's Reply Brief, p.5).

Likewise, there was no evidence of Phillip "signing leases" either. Phillip entered into a verbal rental agreement with the Garrett/Doss family. (Charging Party's Post Hearing Memorandum, pp.12-13). No lease was ever signed. Another mobile home, long-since rented to Louise Terrell, was on an extended month-to-month lease between her and Opal—not Phillip. (Tr. 410:23-411:4).

Further, the evidence does not demonstrate Phillip was "providing and paying for water services for the trailers." On the contrary, the evidence shows it was Kenneth that "had ... the water ... set up on automatic draft and ... had to have this document [the durable power of attorney] to sign [his] mom's name to where her bills would be paid out of her checking account." (Tr. 456:8-13).

—The Secretary found that "[i]t is likewise clear from the record that Kenneth Maze knew that, although he had the power of attorney in this regard, Phillip Maze was actually managing the properties." (Order on Secretarial Review, p.5).

First, it is clear from the record that Kenneth did <u>not</u> know he had the power of attorney "in this regard," meaning a power of attorney that included property management.[3] Perhaps he should have known, but when asked what the responsibilities of a power of attorney are in his view, Kenneth answered, "I viewed this whole thing as more of a medical related, if she was injured, the doctor needed to do some kind of procedure and she was disagreeing, and was unable to make a rational decision, that perhaps I would have to make a rational decision, and her saying no, me saying yes, I could sign the paper as her power of attorney to assist her." (Tr. 442:15-22). Kenneth also said, "I was negligent not to be aware that I should be taking care of this responsibility." (Tr. 440:16-17). Again, when asked if in his earlier testimony Kenneth indicated it did not dawn on him that part about managing property was even in the power of attorney, Kenneth responded, "Yes." (Tr. 463:21-464:3).

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[3] The Secretary confuses these "powers" with "duties," and finds Kenneth's assertion "incredulous." (Order on Secretarial Review, p.5, n.2). As presiding officer and fact-finder at the hearing—unlike the Secretary—I had the opportunity to personally observe the demeanor of all witnesses at the hearing, and I found their testimony to be fundamentally credible, notwithstanding their divergent individual interests and perspectives in the matter.

Second, Kenneth was unsure what "managing the properties" meant. In Kenneth's view, managing a property means "[t]o oversee the property, seek and get tenants in, keep it functional, profitable business" (Tr. 433:16-19), which Kenneth said that was not what Phillip did. (Tr. 433:20-21). But Kenneth was not sure. When asked who is responsible for management of Opal's property, Kenneth responded, "In what aspect? I mean, if the yard needs cut, Phillip is going to mow it. If, you know, that's not to say he's going to go sell something or borrow money against it." (Tr. 433:10-15). When asked again who is responsible for managing Opal's property, Kenneth responded, "There again, I have indicated that if [Phillip's] actions [- collecting the rent, completing repairs on the property and overseeing what's going on there -] constituted management? And if management is what he's doing, then Phillip." (Tr. 434:1-9).

Third, Kenneth did not know that Phillip was actually managing the properties. Kenneth testified he did not know anything about the rental of the mobile home to the Complainants until the end of May 2009 (Tr. 452:6-8), when he saw letters regarding the HUD charges against Opal while visiting her. (Tr. 425:12-16, 426:9-24). Until then, Kenneth was not aware of any rent money Phillip received from the Complainants' rental. (Tr. 453:18-20). In fact, the last tenant of the mobile home Kenneth was aware of was his niece and her husband (Tr. 450:3-9, 451:9-12), whose tenancy he consented to (Tr. 451:13-14), and not even Phillip's previous lease of the mobile home to "someone else" in the spring of 2007. (Tr. 499:21-500:9; Respondent's Reply Brief, p.5).

—The Secretary also stated, "In fact, as Kenneth Maze admitted in the June 24, 2009, handwritten statement that he gave to HUD's investigator, which was erroneously overlooked by the ALJ: 'Phillip Maze (her oldest son) lives with and has assisted Opal Maze in her home on a daily basis, and has managed her trailors [sic] as well for several years.'" (Order on Secretarial Review, p.5).

This so-called admission was ignored by the ALJ—not overlooked—because it was made after-the-fact and was not an expression of Kenneth's awareness while Phillip was purportedly managing the properties. When asked if "this was [his] statement that was based on knowledge that [he] gained after [he] learned about all this and not during the relevant time frame," Kenneth responded, "That's correct." (Tr. 459:1-5).

—The Secretary concluded: "Based on the record facts set forth above, the Secretary finds that Kenneth Maze exercised his powers under the durable power of attorney to use Phillip Maze as a subagent to control Opal Maze's rental properties." (Order on Secretarial Review, p.5).

First, the facts—as previously stated—suggest otherwise. Kenneth did not know that his powers under the power of attorney included controlling Opal's rental properties, let alone using someone as a subagent to control her rental properties. When asked what the responsibilities of a power of attorney are in his view, Kenneth answered, "I viewed this whole thing as more of a medical related, if she was injured, the doctor needed to do some kind of procedure and she was disagreeing, and was unable to make a rational decision, that perhaps I would have to make a rational decision, and her saying no, me saying yes, I could sign the paper as her power of attorney to assist her." (Tr. 442:15-22). Kenneth also testified, "I was negligent not to be aware that I should be taking care of this responsibility." (Tr. 440:16-17). Again, when asked if Kenneth in his earlier testimony indicated it did not dawn on him that part about managing property was even in the power of attorney, Kenneth responded, "Yes." (Tr. 463:21-464:3).

Second, Kenneth testified that since Opal's incapacity, he has never on her behalf engaged a real estate agent or real estate brokerage firm to market any of her properties for rent (Tr. 456:20-24), or authorized anyone else to do so on her behalf. (Tr. 457:1-3). Kenneth also testified several times that he has never authorized Phillip to control Opal's rental properties.[4] Phillip's testimony was in line with Kenneth's testimony, that he (Phillip) was never authorized by Kenneth to rent out the subject property. (Tr. 480:4-7).

Third, although the Order on Secretarial Review does not mention Kenneth's alternates, the durable power of attorney states, "If [Kenneth] shall be unavailable, unwilling or unable to act as such Attorney in fact, or having acted should thereafter die, resign or become incapacitated, then, in that event, I [- Opal -] nominate and appoint PHILLIP RAY MAZE and BRENDA MAZE NOBLE, as alternates hereunder." (JT 6). The record is clear that, at no point since the power of attorney was signed through the day of the hearing, was Kenneth unavailable (Tr. 461:15-23), unwilling (Tr. 461:24-462:2), or unable to serve (Tr. 462:3-5).

—The Secretary concluded, "Therefore, Phillip Maze had the authority to rent the property in issue because at all relevant times he was acting as a subagent for his mother, Respondent Opal Maze, and he was carrying this duty out with the knowledge and/or acquiescence of his brother Kenneth Maze who, as the attorney-in-fact for his mother, was also her agent." (Order on Secretarial Review, p.5).

To the contrary, the evidence shows that Phillip was not renting the property in issue "with the knowledge and/or acquiescence of" Kenneth. Kenneth testified he did not know anything about the rental of the subject property until the end of May 2009 (Tr. 452:6-8), when he saw letters regarding the HUD charges against Opal while visiting her. (Tr. 425:12-16, 426:9-24). Until then, Kenneth was not aware of the rental of the subject property or any rent money Phillip received from the rental. (Tr. 453:18-20).

Unlike the arrangement with the Garret/Doss family, Kenneth showed knowledge of and acquiescence to Phillip's acceptance of rent from Louise Terrell. Kenneth knew Phillip was accepting the rent from Louise Terrell (Tr. 443:18-20; Tr. 452:22-453:1), although he did not authorize it (Tr. 459:8-10); Kenneth neither authorized nor stopped Phillip from collecting the rent. (Tr. 460:11-17; Tr. 453:14-15). But this hardly amounted to knowledge, acquiescence, or license for Phillip's rental of Opal's property to the Complainants.

—The Secretary inferred that "[n]onetheless, Kenneth did not look for tenants, negotiate lease agreements, establish rents, and/or handle any day-to-day operations with regard to the rental properties, all of which Phillip Maze did." (Order on Secretarial Review, p.5, n.2).

Again, as previously stated, the facts do not show that Phillip was "looking for tenants." Neither Melissa nor Amanda Garrett ever saw any advertisement of the mobile home being available for rent. (Tr. 139:3-4, 204:21-205:3). Melissa knew about the availability only because

[4] Kenneth did not authorize Phillip to manage the subject property (Tr. 458:17-21); he did not authorize the rental agreement in question (Tr. 452:4-5; Tr. 453:24-454:1); he never authorized Phillip to rent out the subject mobile home (Tr. 449:18-22); and he did not authorize Phillip to collect the rent from Louise Terrell. (Tr. 459:8-10).

she had lived next to the mobile home, and approached Phillip about renting it—not because of any advertisement. (Tr. 139:3-14). Had Amanda not gone with Melissa and asked Phillip in his yard about the availability, Amanda would not have known anything about it. (Tr. 205:3-10). Phillip's testimony also confirmed the facts: Phillip testified that the Complainants "came and asked [him] about [the availability.]" (Tr. 480:12-16).

—The Secretary referred to Kenneth's "signed admission . . . to the HUD investigator that Phillip Maze had managed Respondent Opal Maze's trailers for several years" in inferring Kenneth's knowledge. (Order on Secretarial Review, p.5, n.2).

But, as previously stated, Kenneth's so-called "admission" was made after the fact, not while Phillip was allegedly managing the trailers. When asked if "this was [his] statement that was based on knowledge that [he] gained after [he] learned about all this and not during the relevant time frame," Kenneth responded, "That's correct." (Tr. 459:1-5).

—The Secretary also concluded that: "The ALJ erred in focusing on the particular situation involving the Complainants. This is contrary to agency law, which is not transaction specific, but, instead, looks at the entirety of the agency relationship. It is not relevant whether Kenneth Maze was aware of and approved every single detail surrounding the management of his mother's properties. The agency relationship flows from the authority Kenneth Maze provided to Phillip Maze to control Opal Maze's properties, even if that authority is implied." (Order on Secretarial Review, p.5) (citations omitted).

The Secretary here does not cite any reference for his statement that agency law is not transaction-specific but requires a look at the entirety of the relationship. In the same paragraph, the Secretary cites a case (Castillo v. Case Farms of Ohio, Inc., 96 F. Supp. 2d 578, 593 (W.D. Tex. 1999)) and the Restatement (Third) of Agency § 2.02, but neither speaks to the transaction-specific issue. Castillo stands for the principle that a principal may be held liable for his agent's actions even under implied agency.[5] The Restatement explains what implied agency is and the reasonable person standard under the implied agency theory.[6]

The fundamental question here is simply whether there was—as the Secretary has found—a blanket delegation of all authority over Opal's property from Kenneth to Phillip. They both denied it, and I believed them. As stated in the ID, Kenneth did tacitly approve some of Phillip's actions

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[5] "At common law, a principal may be held liable for the acts of its purported agent based on an actual agency relationship created by the principal's express or implied delegation of authority to the agent"; "An agent has apparent or implied authority to do those things which are usual and proper to conduct business which he is employed to conduct." Castillo, 96 F. Supp. 2d at 593 (citations omitted).

[6] (1) An agent has actual authority to take action designated or implied in the principal's manifestations to the agent and acts necessary or incidental to achieving the principal's objectives, as the agent reasonably understands the principal's manifestations and objectives when the agent determines how to act.

(2) An agent's interpretation of the principal's manifestations is reasonable if it reflects any meaning known by the agent to be ascribed by the principal and, in the absence of any meaning known to the agent, as a reasonable person in the agent's position would interpret the manifestations in light of the context, including circumstances of which the agent has notice and the agent's fiduciary duty to the principal.

(3) An agent's understanding of the principal's objectives is reasonable if it accords with the principal's manifestations and the inferences that a reasonable person in the agent's position would draw from the circumstances creating the agency.

REST. 3D AGENCY § 2.02 (Scope of Actual Authority).

related to the tenancy of Mrs. Terrell,[7] but no such condonation could be inferred in Phillip's rental of the mobile home to the Complainants.[8]

B. Exception to 42 U.S.C. § 3604(a) and (b)

Because the Secretary has deemed Phillip to have been serving as Opal's delegated agent by Kenneth, her attorney-in-fact, the Court is constrained to reverse its previous assessment of the applicability of the "owners" exception provided by the Fair Housing Act (the "Act"), Title 42 U.S.C. § 3603(b)(1), for the violations of §§ 3604(a) and (b). (ID pp 9-10). As the Secretary has determined that Respondent Phillip Maze was acting as authorized agent of the property owner, both he and Opal Maze may be covered by the owner's exception. In the ID, the Court did not need to discuss the applicability of the §3603 "exception," which would apply to the owner—or one standing in the shoes of the owner—because the Court found that Phillip Maze was not the owner of the mobile home, and not acting for the owner. In view of the Secretary's ruling, however, Phillip Maze was serving as the agent of Opal Maze by virtue of his delegation of authority from Kenneth, her attorney-in-fact. Thus, Phillip Maze stands in the shoes of the owner; he and the owner may—if eligible—avail themselves of that exception.

Because there were only three properties owned by Opal Maze, and only two of them were available for rent, the exception applies unless it is defeated by one of several statutory disqualifications. The only such disqualification here in contention is whether Phillip was a "person in the "business of selling or renting dwellings." That term is defined in the statute, and the facts in the record clearly indicate—and this Court so finds—that Phillip Maze did not, within the preceding 12 months, participate as <u>principal</u> in three or more transactions involving the sale or rental of any dwelling, or any interest therein, nor did he, within that same time frame, participate as <u>agent</u> in two or more such transactions. 42 U.S.C. § 3603(b)(1)(A), (c)(1) and (c)(2). Thus, Phillip was not a person in the "business of selling or renting dwellings," and the Respondents may avail themselves of the statutory exception applicable to violations under 42 U.S.C. § 3604(a) and (b).

C. Emotional Distress Damages

Like the Charging Party, the Secretary quotes my rhetorical statement that "the Charging Party does not present the Court with a mathematical formula for comparing this case with others, or for computing the dollar value of particular types and amount of intangible injuries suffered in this case." (Order on Secretarial Review, p.6 (citing ID p.13)). Like the Charging Party, the Secretary concludes from this statement that "the ALJ's fixation on a mathematical formula is

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[7] "Kenneth's knowledge and inaction with respect to Phillip's maintenance services and collection of rent from Louise Terrell amounts to tacit approval of such actions. However, Kenneth lived some distance away and he had no apparent reason to intercede when Phillip was on-scene and assuming caretaker duties as Opal Maze's cognitive state degenerated." (ID p.9).

[8] While one might infer some delegation in Kenneth's condonation of Phillip's actions regarding the Terrell rent collection, no such condonation can be inferred about Phillip's rental of the mobile home to the Complainants, which happened outside of Kenneth's presence, and without his knowledge. Kenneth, who was Opal's attorney-in-fact, testified he had consented to the previous rental of the mobile home to his niece and her husband (Tr. 450-451), but he never authorized the rental to the Complainants. (Tr. 451-452). Moreover, Kenneth had no actual or constructive knowledge of the rental of the mobile home to the Complainants. The rental agreement was entered into verbally; the mobile home was leased and occupied for only a few days before the alleged discriminatory acts occurred; and Kenneth was not aware of the incident that led to the charges by HUD against the Respondents until the end of May or June of 2009, well after the Complainants had left the mobile home. (Tr. 410-411, 425-426, 452).

contrary to the law with respect to the computation of intangible damages, which makes it clear that the focus in reaching an appropriate damage award for intangible damages like emotional distress should be on the complainant's injury." (*Id.*)

Because I referred to the length of time the victims had contact with the Respondent, the Secretary concluded that I did not consider the actual injury suffered. The Secretary suggested that I should focus on the Complainants' complete testimony as to the emotional distress they suffered, and cited an article on the subject, which I had previously read.[9] I certainly agree with the authors, and their view that intangible injuries make emotional damages the most difficult to assess.

The article, written by two former HUD ALJs indicates that judges have wide discretion in determining the amount of damages; the most important factor in determining a damage award for intangible injuries is the testimony of the victim; and the ALJ at trial is in the best position to weigh the injury suffered by the victim. The discretion accorded to the ALJ includes consideration of relevant factors, including those external to the victims' emotions—such as the egregiousness and duration of the discriminator's words and acts—as well as their emotional impact upon the victim.[10]

The ID discusses, at some length, the factors I considered in awarding damages for emotional distress, including my recognition that "[t]he Charging Party's post-hearing memorandum of points and authorities presents a clear summary of the testimony bearing on the emotional trauma caused to the Complainants . . . ." (ID p.13). In so stating, I was endeavoring to make clear what I considered, and that I sought to assess the impact of Phillip Maze's egregious conduct on each of the Complainants. In so doing, I listened to, observed, and considered the testimony of each victim that testified.

Nowhere in the ID do I claim to have actually applied a mathematical formula to determine the dollar value of emotional trauma. I do not have such a formula, and I certainly was not "fixated" on one. Like the authors of the article cited by the Secretary, I was trying to make the point that such damages are <u>not</u> susceptible to determination by a mathematical formula.[11]

D. Conclusion

Considering the foregoing, the Court—as directed by the Secretary—decides liability in this matter based upon Phillip Maze being delegated by Opal Maze's attorney-in-fact to serve as her agent with regard to the rental of the mobile home to the Complainants. The illegal discriminatory words and acts by Phillip Maze in violation of §§ 3604(a) and (b) were determined (above) to be subject to the statutory exception for owners under § 3603(b). However—as found by the Court and confirmed by the Secretary—those same words and acts also constituted violations of 42 U.S.C. § 3617. As a consequence Opal Maze's statutory exception as owner will have no impact upon the Court's re-assessment of damages and penalties under § 3617, for which there is no owner's exception.

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[9] Order on Secretarial Review, p.6, n.4 (citing Alan W. Heifetz and Thomas C. Heinz, *Separating the Objective, the Subjective, and the Speculative: Assessing Compensatory Damages in Fair Housing Adjudication*, 26 J. Marshall L. Rev. 3 (Fall 1992)).

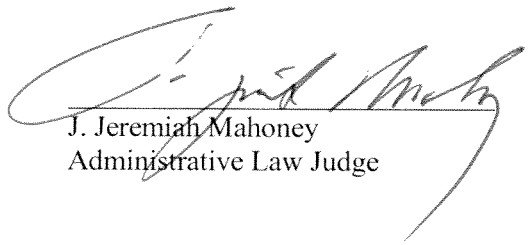
[10] Alan W. Heifetz and Thomas C. Heinz, *Separating the Objective, the Subjective, and the Speculative: Assessing Compensatory Damages in Fair Housing Adjudication*, 26 J. Marshall L. Rev. 3, 16-22 (Fall 1992).

[11] *Id.* at n. 78 and accompanying text

The Court has retraced its steps considering all of the evidence pertaining to damages and penalties. After again weighing the effect of Phillip's discriminatory acts and words upon each Complainant based upon the evidence, including testimony as seen, heard and carefully weighed and considered by the undersigned, the Court finds and re-confirms as appropriate the amounts previously awarded for emotional damages and for out-of-pocket expenses.

Because of the Secretary's determination that Phillip Maze was acting with authorization of Kenneth Maze, as the attorney-in-fact for Opal Maze, Opal Maze will be jointly and severally liable with Phillip Maze for payment of damages.

The civil penalty assessed against Phillip Maze in the amount of $10,000 is also re-confirmed and shall be payable solely by him. The Charging Party asked for a civil penalty against Opal Maze in the amount of $5,000, but the Court assesses no civil penalty against her, as it would have no deterrent effect upon Opal Maze or upon others similarly situated. The injunctive relief granted in the Initial Decision and Order, along with the aforementioned damages and penalty, shall become effective as stated in the Initial Decision and Order, dated January 28, 2011.



J. Jeremiah Mahoney
Administrative Law Judge

Notice of appeal rights. The appeal procedure is set forth in detail in 24 C.F.R. § 180.675 (2009). This Initial Decision upon Remand may be appealed by any party to the Secretary of HUD by petition for review. Any petition for review must be received by the Secretary within 15 days after the date of this Initial Decision upon Remand. Any statement in opposition to a petition for review must be received by the Secretary within 22 days after issuance of this Initial Decision Upon Remand.

Service of appeal documents. Any petition for review or statement in opposition must be served upon the Secretary by mail, facsimile, or electronic means at the following:

U.S. Department of Housing and Urban Development
Attention: Secretarial Review Clerk
1250 Maryland Ave, S.W., Portals Bldg., Suite 200
Washington, DC 20024
Facsimile: (202) 708-3498
Scanned electronic document: secretarialreview@hud.gov

Copies of appeal documents. Copies of any Petition for Review or statement in opposition shall also be served on the opposing party(s), and on the HUD Office of Administrative Law Judges.

Finality of decision. The agency decision becomes final as indicated in 24 C.F.R. § 180.680.

Judicial review of final decision. Any party adversely affected by a final decision may file a petition in the appropriate United States Court of Appeals for review of the decision pursuant to 42 U.S.C. § 3612(1). The petition must be filed within 30 days after the date the HUD decision becomes final.