



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

[REDACTED]
(Complainant)

and

Czapp Real Estate, LLC
(Respondent)

Under

**TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 AS AMENDED BY THE FAIR
HOUSING ACT OF 1988**

VIOLENCE AGAINST WOMEN ACT REAUTHORIZATION ACT OF 2022

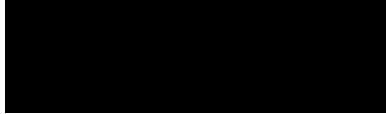
Approved by the FHEO Regional Director on behalf of the United States Department of
Housing and Urban Development

HUD CASE NUMBERS: 01-24-4407-8 and 01-24-4407-V

Conciliation Agreement
[REDACTED] v. *Czapp Real Estate*
HUD Case No. 01-24-4407-8/V

A. Parties and Subject Property

Complainant



Respondent

Czapp Real Estate, LLC
Registered Agent: Dona Czapp
2213 Warwick Street
Saginaw, MI 48602

B. Statement of Allegations

A complaint was filed on January 22, 2024 with the United States Department of Housing and Urban Development (“the Department”) alleging Respondent violated the Violence Against Women Act Reauthorization Act of 2022, 34 U.S.C. § 12491(b)(1) (“VAWA”) by refusing to review VAWA information and not responding to Complainant’s application for housing. Additionally, Complainant alleges Respondent violated Section 804(f)(2) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the “Act”) on the basis of disability. Section 804(f)(2), in relevant part, prohibits discrimination against any person in the terms, conditions, or privileges of rental of a dwelling because of disability.

Respondent denies violating Complainant’s rights under VAWA and denies discrimination under the Act; however, Respondent agrees to settle Complainant’s claims in the underlying action by entering into this Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainant, named above, and Respondent, named above. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of two (2) years from the Effective Date of the Agreement, or until FHEO has determined that all actions required by the Agreement have been performed, whichever is later.

D. Jurisdiction

2. The parties to this Agreement are the U.S. Department of Housing and Urban Development (“HUD”), Czapp Real Estate, LLC, and [REDACTED].
3. Czapp Real Estate, LLC is a private housing provider that regularly enters into Housing Assistance Payments contracts to provide housing to tenants using Housing Choice Vouchers (HCV).

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4. The HCV program is a component of Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437d and 1437f) and is therefore a covered housing programs subject to the Violence Against Women Act. 42 U.S.C. 12491(a)(3)(H).

E. Effective Date

5. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to VAWA, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Regional Director or his designee.
6. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his designee (“Effective Date”).

F. Definitions

7. This Agreement incorporates by reference all definitions under VAWA, 34 USC §§ 12291(a) and 12491(a) and 24 CFR Part 5, Subpart L, as such definitions exist as of the Effective Date of this Agreement and as amended.
8. “Covered housing provider” means and refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes public housing authorities, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider.
9. “External emergency transfer” means and refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.
10. “Internal emergency transfer” means and refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
11. “Safe unit” means and refers to a unit that the survivor of domestic violence, dating violence, sexual assault, or stalking believes is safe.
12. “Third-party documentation” means and refers to any form of documentation described in 34 USC § 12491(c)(3) and 24 CFR § 5.2007(b)(1) except for the VAWA self-certification form described in 34 USC § 12491(c)(3)(A) and 24 CFR § 5.2007(b)(1)(i).

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13. "VAWA violence/abuse" means and refers to domestic violence, dating violence, sexual assault, or stalking as those terms are defined in VAWA, 34 USC §§ 12291(a) and 12491(a) and 24 CFR § 5.2003.

G. General Provisions

14. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
15. It is understood that Respondent denies any violation of the law and that this Agreement does not constitute an admission by Respondent, nor evidence of a determination by the Department of any violation of VAWA or any other law.
16. Respondent acknowledges that they have an affirmative duty not to discriminate on the basis of or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Respondent further acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under VAWA. Respondent further acknowledges that any subsequent retaliation constitutes both a material breach of this Agreement, and a statutory violation of VAWA.
17. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document. It is understood that the parties may execute this Agreement by electronic signature, which shall have the full effect of original handwritten signatures.
18. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondent, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners and all others in active concert with Respondent in the operation of any covered housing programs.
19. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, HUD shall create a redacted copy of this Agreement to protect Complainant's identity. The executed and redacted Agreement shall be a public document pursuant to 34 USC § 12495(d); 42 USC 3610(b); 24 CFR § 103.330(b).
20. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent or conduct a compliance review pursuant to VAWA or any other authority within the Department's jurisdiction.

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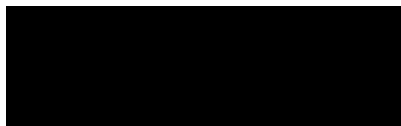
21. This Agreement shall not be construed to limit or reduce the obligation of Respondent to comply with VAWA or any applicable federal civil rights laws and their implementing regulations.
22. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the parties shall confer in good faith to determine any appropriate modifications to this Agreement.
23. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee.

H. Mutual Releases

24. In consideration of the terms of this Agreement, Complainant hereby releases the Respondent, their employees, subrecipients, assigns, contractors, successors, officers, agents and board members from any claim arising out of the subject matter of HUD Case Numbers 01-24-4407-8 or 01-24-4407-V or which could have been filed in any action or suit arising from said subject matter.
25. In consideration of the terms of this Agreement, Respondent hereby releases Complainant from any claims arising out of the subject matter of HUD Case Numbers 01-24-4407-8 or 01-24-4407-V or which could have been filed in any action or suit arising from said subject matter.

I. Relief for Complainant

26. Within fifteen (15) days of the effective date of this Agreement, Respondent shall pay Complainant a total of Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00). The check shall be made payable to ██████████ and mailed by express delivery or certified mail to the following address:



J. Relief in the Public Interest

27. Within ninety (90) days of the effective date of this Agreement, all staff of Respondent shall complete, at a minimum three (3) hours of VAWA-related training annually, for the term of this Agreement. Training must include the specifics of Respondent's obligations under Section 504, Title II of the ADA, the Fair Housing Act, VAWA, and

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other civil rights requirements, including but not limited to survivors rights under VAWA and the obligation to provide emergency transfers, and general non-discrimination requirements.

28. At least sixty (60) days prior to any planned training for Respondent's staff pursuant to this Agreement, Respondent shall submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials to be used to facilitate the training.
29. HUD shall review and approve the training or will provide responsive comments on the submission. Respondent shall require the trainer to fully incorporate any comments on the training materials received from HUD.
30. Respondent shall obtain from the training Certifications of Completion, executed by each individual who received training and submit to the Department such Certificates of Completion for each employee who, as described above, must attend VAWA training. Respondent shall submit the training certification to HUD within five (5) days after the training. Each Certificate of Completion shall include the name of the person trained, the date of training, the agency or firm that provided the training, the name and title of the trainer, and the subject matter of the training. This documentation should be sent to the email addresses specified in Section L.36 of this Agreement.
31. Respondent acknowledges that they agree to their obligation to operate all housing programs that are regulated by the Department in a manner that complies with VAWA, and the Department's implementing regulations located at 24 CFR Part 5, Subpart L et seq., and any program-specific implementing regulations. This includes, but is not limited to the following: Denial of Admission or Termination of Assistance, 34 USC § 12491(b) and 24 CFR § 5.2005(b); Emergency Transfers, 34 USC § 12491(e) and 24 CFR § 5.2005(e); Remedies, 34 USC § 1291(b)(3)(B) and 24 CFR § 5.2009; Notification of Occupancy Rights, 34 USC § 12491(d) and 24 CFR § 5.2005(a); Documentation, 34 USC § 12491(c) and 24 CFR § 5.2007; Confidentiality, 34 USC § 12491(c)(4) and 24 CFR § 5.2007(c); Prohibition of Retaliation, 34 USC § 12494; and Right to Report Crime and Emergencies from One's Home, 34 USC § 12495.
32. Respondent agrees to comply with the Act, 42 U.S.C. §§ 3601-3619, and the Department's regulations set forth at 24 C.F.R. Part 100, et seq. Respondent acknowledges that the Act makes it unlawful to discriminate because of race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, and disability and agree to refrain from discriminating against any person on such bases as protected by federal law.

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33. To assure that the public interests are protected, the Respondent agrees to take such affirmative actions as may be necessary to promote fair housing practices. Such affirmative actions include operating its housing in a non-discriminatory manner consistent with the Fair Housing Act, as amended (42 U.S.C. 36013619); and its implementing regulations, 24 C.F.R. Part 100. Respondent agrees that in accordance with the Act they shall continue complying with the Act and make dwellings available to persons and to provide services or facilities in connection with such dwellings, without discrimination because of race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

K. Monitoring

34. The Department shall monitor whether Respondent has satisfactorily complied with the provisions set forth in this Agreement. As part of such monitoring, the Department may inspect Respondent's property, interview witnesses, and copy pertinent records of the Respondent. Respondent agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement. HUD may seek to amend the Agreement if HUD determines that it is in the best interests of the Parties.

L. Reporting and Record Keeping

35. Within thirty (30) days of completing the requirement in Section I.26 above, Respondent shall forward to the Department documentation supporting compliance such as a copy of the check.
36. All required certifications and documentation of compliance with the terms of this Agreement shall be submitted via e-mail to: R5FHCOnciliation@hud.gov.

M. Consequences of Breach

37. Failure by the Department to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by the Department to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondent under this Agreement.
38. Respondent understands that failure to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to VAWA or any other Authority within the Department's jurisdiction.
39. Respondent understands that if the Department has reasonable cause to believe that Respondent has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate

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U.S. District Court.

40. HUD reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by Respondents of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.

41. In the event that the Respondent fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.

42. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual written agreement of the Parties and attested to by the signatures of all Parties to the revision.

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COMPLAINANT’S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

[REDACTED]

03/12/2024

[REDACTED]
(Complainant)

Date

RESPONDENT’S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

Dona Czapp
Czapp Real Estate, LLC
(Respondent)

Date

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.

LON MELTESEN

Digitally signed by: LON MELTESEN
DN: CN = LON MELTESEN C = US O = U.S. Government
OU = Department of Housing and Urban Development,
Office of Fair Housing and Equal Opportunity
Date: 2024.03.13 16:16:40 -05'00'

Lon D. Meltesen, Director
FHEO Region V
Office of Fair Housing and Equal Opportunity (FHEO)

Date

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Date
(Complainant)

RESPONDENT’S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

DONA CZAPP 03/12/2024

Date
Dona Czapp
Czapp Real Estate, LLC
(Respondent)

APPROVAL

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LON MELTESEN
Digitally signed by: LON MELTESEN
DN: CN = LON MELTESEN C = US O = U.S. Government
OU = Department of Housing and Urban Development,
Office of Fair Housing and Equal Opportunity
Date: 2024.03.13 16:17:09 -05'00'

Date
Lon D. Meltesen, Director
FHEO Region V
Office of Fair Housing and Equal Opportunity (FHEO)