

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Redacted
(Complainant)

and

Redacted
(Respondent)

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

FHEO CASE NUMBER: 05-18-3101-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Redacted
c/o Anne Robertson, Attorney
Mid-Minnesota Legal Aid, Suite 300
Minneapolis, MN 55401

Respondent

Redacted
c/o Joel Van Nurden, Van Nurden Law, PLLC
1515 Canadian Pacific Plaza
Minneapolis, MN 55402

B. STATEMENT OF FACTS

A complaint was filed on September 17, 2018 with the United States Department of Housing and Urban Development (“HUD”), alleging that Complainant Redacted was injured by a discriminatory act caused by Respondent Redacted. Complainant alleges that Respondent violated §804(b) and §818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 (the “Act”), on the basis of sex.

Complainant specifically alleges that Respondent sexually harassed her during her tenancy at the subject property, located at Redacted.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it for a period of five (5) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Regional Director, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development, or his designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The consideration herein is a settlement of disputed claims and is not an admission of liability by either party.
6. Respondent acknowledges that he has an affirmative duty not to discriminate against anyone under the Act on the basis of race, color, religion, sex, familial status, national origin, or disability, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Regional Director, or designee, is binding upon Respondent, his employees, heirs, successors and assignees and all others in active concert with him in the ownership or operation of the subject property, located at Redacted [REDACTED].
8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or designee, it is a public document.
9. Notwithstanding Paragraph 8 of this agreement, Complainant and Respondents shall not disclose the terms herein to anyone other than: (a) a spouse, (b) legal counsel, (c) an accountant, tax or financial advisor, (d) a creditor or lender, in connection with a loan application, (e) to appropriate taxing or governmental authorities, or, (f) as required by law. Any disclosure to a spouse shall include a statement by the disclosing party that the information disclosed may not be further disclosed to others and that the disclose must honor that restriction. It shall not be a violation of this paragraph for Complainant or Respondents to state that “the matter has been resolved and I can’t talk about it,” or words to that effect.
10. This Agreement does not in any way limit or restrict the Department’s authority to investigate any other complaint involving Respondent made pursuant to the Act, or any other complaint within the Department’s jurisdiction.
11. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the 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 designee.

12. 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.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent and his partners, heirs, executors, assignees, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 05-18-3101-8, or which could have been filed in any action or suit arising from said subject matter.
14. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant and her heirs, executor, assignees, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 05-18-3101-8, or which could have been filed in any action or suit arising from said subject matter.
15. Complainant shall vacate the property in question prior to entering into this conciliation agreement.

F. RELIEF IN THE PUBLIC INTEREST

16. Within ninety (90) days of the effective date of this Agreement, Respondent shall contract with a licensed independent, third-party real estate management company to manage all residential rental properties in which Respondent has an ownership interest, for so long as he has an ownership interest in said properties. This provision shall not cover properties under contract for sale at the time this provision goes into effect. For a period of no less than five (5) years ensuing the effective date of said contract, Respondent shall refrain from engaging in direct contact, interaction, or communication with any tenants, applicants, or individuals who inquire about renting apartments at rental residential properties in which Respondent has, or may acquire, an ownership interest. Further, during this five-year period, Respondent shall not be involved in any way in the management of any residential rental properties in which he does not have an ownership interest. Respondent shall provide a copy of said contract to HUD upon its being effected.

G. RELIEF FOR THE COMPLAINANT

17. Within fifteen (15) days of the effective date of this Agreement, Respondent shall provide compensation to Complainant in the amount of thirty thousand dollars (\$30,000), made payable by check to **Redacted** Respondent shall further provide compensation to Complainant's attorney in the amount of seven thousand dollars (\$7,000), made payable by check to "Mid-Minnesota Legal Aid." These payments constitute the full and final consideration offered by Respondent of any monetary obligation arising from or

relating to the underlying claims. The checks shall be hand-delivered or delivered via express delivery to the following addressee:

Anne Robertson, Attorney
Mid-Minnesota Legal Aid, Suite 300
Minneapolis, MN 55401

18. Within ten (10) days of the effective date of this Agreement, Respondent shall waive all rent still owed by Complainant to Respondent.
19. If contacted by any housing provider(s) regarding Complainant's tenancy at the subject property, Respondent shall confirm her tenancy. If asked questions relating to her tenancy, such as those regarding rent payment history, the condition of the unit at move-out, or her behavior as a tenant, to any such questions Respondent shall respond "satisfactory," or "good." If Respondent is asked whether Respondent would rent to Complainant again, Respondent may respond, "yes," or may choose to provide no response; Respondent shall not state, "no," in response to this question. Respondent shall make no other comments relating to Complainant's tenancy in response to queries from housing providers.

H. MONITORING

20. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect the subject property, examine witnesses, and copy pertinent records of Respondents; the Department shall provide reasonable notice of inspection to Respondents, if applicable. Respondent agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

21. Within thirty (30) days of the effective date of this Agreement, Respondent shall transmit a photocopy of the check identified in Paragraph 15 of this Agreement, together with a copy of the delivery tracking report as evidence of delivery, to the FHEO Regional Director or his designee.
22. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Maurice McGough, Director
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd. Rm 2101
Chicago, IL 60604

J. CONSEQUENCES OF BREACH

23. If ever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act

K. SIGNATURES

Redacted (Complainant)

Date

Redacted (Respondent)

Date

L. APPROVAL

Maurice McGough, Director
FHEO Region V

Date