



**UNITED STATES DEPARTMENT  
OF HOUSING AND URBAN DEVELOPMENT**

**CONCILIATION AGREEMENT**

**Between**

**Redacted**

**Complainant**

**and**

Delta House Investments LLC  
Premier Realty, Inc.  
Jeremiah Scannell, Premier Realty, Inc.

**Respondents**

**Under**

**Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)**

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

**FHEO CASE NUMBER: 09-18-1481-8 (Title VIII)**

**FHEO CASE NAME: Redacted v. Delta House Investments, LLC, et. al**

**HUD DATE FILED: February 7, 2018**

Effective Date of Agreement: 5/10/2018  
Expiration Date of Agreement: 5/10/2020

Conciliation Agreement

**A. PARTIES AND SUBJECT PROPERTY**

Complainant

**Redacted**

Reno, NV 89511

Respondents

Delta House Investments, LLC  
PO Box 18051  
Reno, NV 89511

Delta House Investments, LLC  
c/o Philip Katsaros, Agent for Service of Process  
1711 Glen Cove Court  
Reno, NV 89521

Premier Realty, Inc.  
c/o Registered Agent Inc., Agent for Service of Process  
769 Basque Way, Suite 300  
Carson City, NV 89706

Jeremiah Scannell  
Premier Realty, Inc.  
c/o Registered Agent Inc., Agent for Service of Process  
769 Basque Way, Suite 300  
Carson City, NV 89706

**B. STATEMENT OF FACTS**

A complaint was filed on February 7, 2018, with the United States Department of Housing and Urban Development ("HUD" or "the Department") alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents violated subsections 804 (f)(1), 804(f)(2), and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* ("the Act"), when they denied her request to allow her to have an emotional support animal as a reasonable accommodation for her disability.

**C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between the Complainant, named above, and Respondents, 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.

**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 Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her 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. It is understood that the Respondents deny any violation of law and this Agreement does not constitute an admission by the Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
6. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, 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. The Respondents further acknowledge 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 her designee, is binding upon the Respondents and their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the Subject Property.
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 her designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
10. 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; (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, or her designee.

11. 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.
12. It is understood that the signature of Respondents' attorney, Kathryn Holbert, Esq. is made with the authority and on behalf of all named Respondents.
13. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondents, or their successors, heirs, executors, assigns, agents, officers, Board members, 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 09-18-1481-8 or which could have been filed in any action or suit arising from said subject matter.
14. The Respondents hereby forever waive, release and covenant not to sue the Department or the Complainant, or their successors, heirs, executors, assigns, agents, officers, Board members, 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 09-18-1481-8, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

15. Respondents agree to take the following action, and, as set forth in this Agreement will provide the Department with written certification that this requirement has been met:
  - a) Within fifteen (15) days of the effective date of this Agreement, Respondents will send a certified check in the amount of \$6,000 (Six thousand dollars) to Complainant at **Redacted** Reno, NV 89511, via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph F15a, Respondents will provide a photocopy of the check and the tracking information to the Department within thirty (30) business days of the effective date of this Agreement. The photocopy should be sent to the address specified in Paragraph I21 of this Agreement.

#### **G. RELIEF IN THE PUBLIC INTEREST**

16. Respondents agree that within ninety (90) days of the effective date of this

Conciliation Agreement

Agreement, Respondent Jeremiah Scannell and Philip Katsaros, owner of Respondent Delta House Investments, LLC, will attend at least three (3) hours of live training on fair housing. A qualified fair housing group or attorney as approved in advance by the Department shall provide the training. Respondents shall pay for the cost of the training, if any. Respondents shall submit a written request for approval of the training provider and curriculum to the Department at the address specified in Paragraph I21 below, at least ten (10) business days prior to the training.

To show compliance with paragraph G16, upon completion of said training, Respondents will submit to the Department Certificates of Completion for Respondent Jeremiah Scannell and Philip Katsaros with the date of completion of the training, the agency or firm that provided the training, and the name and title of the trainer. The Certificates of Completion shall be submitted to the address specified in Paragraph I21 below.

- a. If for any reason either of the persons specified in paragraph G16 above are no longer employed by Respondents at the time of the training, their successor(s) shall attend appropriate fair housing training as described in paragraph G16 within ninety (90) days of assuming their roles in Respondents' employ. In such case, Respondents will obtain prior approval for the training as described in paragraph G16. Upon completion of said training, Respondents will submit to the Department a Certificate of Completion as described in paragraph G16. The Certificate of Completion shall be submitted to the address specified in Paragraph I21 below.

17. Respondents agree to abide by all the provisions of the Act.

- a. Respondents acknowledge that the Act prohibits discrimination against any person in the terms, conditions, or privileges of rental/ownership of a dwelling to any person because of disability.
- b. Respondents acknowledge that the Act makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.
- c. Respondents acknowledge that reasonable accommodation requests can be made orally or in writing, and that housing providers must give appropriate consideration to requests, even if the requester does not use the provider's designated form. Additionally, Respondents understand that the Act does not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all housing providers. To request an accommodation or modification, an individual need not mention the Act, or use the phrase "reasonable accommodation" or "reasonable modification." In general, a resident/tenant or prospective resident/tenant should make clear to the housing provider that s/he is requesting that an exception, change, adjustment, or

modification be made to a rule, policy, practice, service, building or dwelling unit because s/he has a disability.

18. Respondents agree that that they will assess requests for reasonable accommodation on a timely basis, and further agree to maintain records showing reasonable accommodation/modification requests, documentation requested and/or maintained, and the disposition of such requests.
  - a. Respondents agree that HUD will have the right to inspect said records at any time during the term of this Agreement, to verify compliance with paragraph G18.
19. Respondents agree that within thirty (30) days of the effective date of this Agreement, Respondents shall inform all their agents and employees responsible for compliance with this Agreement of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

## **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 Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

21. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Attention: Conciliation Monitoring Unit  
One Sansome Street, Suite 1200  
San Francisco, CA 94104-4430

Or by email to: [sf\\_complianceunit@hud.gov](mailto:sf_complianceunit@hud.gov)

## **J. CONSEQUENCES OF BREACH**

22. Whenever the Department has reasonable cause to believe that the 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.

Redacted

Delta House Investments, LLC, et al.

Conciliation Agreement

COMPLAINANT'S SIGNATURE PAGE

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

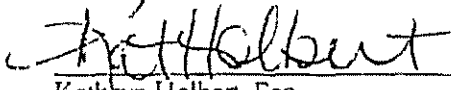
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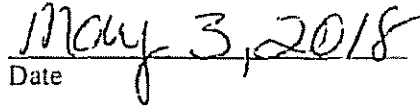
COMPLAINANT

5/1/2018  
Date

RESPONDENTS' SIGNATURE PAGE

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

  
\_\_\_\_\_  
Kathryn Holbert, Esq.  
Approved on behalf of all RESPONDENTS

  
\_\_\_\_\_  
Date



**FHEO SIGNATURE PAGE**

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

*for* *Kenneth J. Conell*  
Anné Quesada  
Regional Director  
Office of Fair Housing and  
Equal Opportunity

*5/10/2018*  
Date