

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

**CONCILIATION AGREEMENT**

**Under**

**THE FAIR HOUSING ACT**

**Between**

**NAME REDACTED** (“Complainant”)

**And**

**NAME REDACTED** (“Complainant”)

**And**

**Metropolitan Management Corporation** (“Respondent”)

**And**

**Lancaster Court Associates** (“Respondent”)

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

**FHEO CASE NUMBER: 03-22-1315-8**

**A. PARTIES**

1. The parties to this Agreement are as follows:

a. Complainants:

**NAME REDACTED**  
**ADDRESS REDACTED**  
West Chester, PA 19382

**NAME REDACTED**  
**ADDRESS REDACTED**  
West Chester, PA 19382

b. Respondents:

Metropolitan Management Corporation  
230 Windsor Avenue  
Narberth, PA 19072

Lancaster Court Associates  
230 Windsor Avenue  
Narberth, PA 19072

Respondents' Representative:

May Mon Post, Esq.  
Bunkey & Ray  
436 Walnut Street, WA01A  
Philadelphia, PA 19106

**B. STATEMENT OF FACTS**

1. Complainants **NAME REDACTED** and **NAME REDACTED** ("Complainants") filed a complaint with the United States Department of Housing and Urban Development ("HUD" or "Department") alleging that they were injured by discriminatory acts of the Respondents. Complainants allege that Respondents violated sections 804(a) and 804(b) of the Fair Housing Act ("Act") as amended in 1988, 42 U.S.C.3601 et seq., when they and their family were issued a lease termination notice after their daughter had a second child. Complainants alleged Respondents' occupancy policy was discriminatory.
2. Lancaster Court Associates is the ownership entity of the subject property, Metropolitan West Goshen. Metropolitan Management Corporation is the management entity of Metropolitan West Goshen.
3. The Respondents deny having discriminated against the Complainants and admit no liability with respect to any of the allegations or claims in the subject complaint. The

Respondents nevertheless agree to settle the claim in the above-referenced case by entering into this Conciliation Agreement. This Agreement terminates the investigation of the complaint by the Department.

**C. TERM OF AGREEMENT**

This 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**

1. 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 until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region III Director or his or her designee.
2. This Agreement shall become effective when the Department's FHEO Regional Director or her authorized designee approves it, and the effective date shall be the date of her signature, or that of her authorized designee.

**E. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is voluntary and constitutes a full release and final settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. 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 would constitute both a material breach of this Agreement and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the Department, the Complainants, their heirs, personal representatives, and assigns, and the Respondents, their employees, successors, assignees, and all others active in the ownership or operation of the subject company.
4. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document upon approval of FHEO Region III Director or his or her designee.
5. This Agreement does not in any way limit, or restrict, the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
6. 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 her authorized designee.

7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
8. The Complainants hereby forever waive, release, and covenant not to sue the Department or the Respondents, or their , successors, 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 subject matter of HUD Case Number **03-22-1315-8** or which could have been filed in any action or suit arising from said subject matter.
9. The Respondents hereby forever waive, release and covenant not to sue the Department or the Complainants, or their successors, 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 **03-22-1315-8**.

**F. INDIVIDUAL RELIEF**

1. Within thirty (30) days of the effective date of this agreement, provided that Respondents' counsel has received an IRS Form W-9 for each payee under this Agreement who will receive any payment to be reported on an IRS Form 1099, in exchange for the promises and releases contained in this Agreement, will pay settlement proceeds in the total amount of \$70,000.00. Such payment shall be made by check payable to **NAME REDACTED** and **NAME REDACTED** and mailed via certified mail or Federal Express to:

**NAME REDACTED**  
**ADDRESS REDACTED**  
West Chester, PA 19382

**G. RELIEF IN THE PUBLIC INTEREST**

1. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall prominently display a fair housing poster in the leasing office, the lobby bulletin board, or in the laundry room of all properties owned and/or managed by Respondents. The form and substance of the poster shall conform to the regulation of the Secretary of HUD, as amended (See 24 CFR part 110). Posters may be obtained from HUD's website at: [https://www.hud.gov/sites/documents/FAIR\\_HOUSING\\_POSTER\\_ENG.PDF](https://www.hud.gov/sites/documents/FAIR_HOUSING_POSTER_ENG.PDF)
2. Within ninety (90) days of the Effective Date of the Agreement, all property management staff at properties owned and/or managed by Respondents who are directly involved in the leasing and/or management of rental units shall attend at least 2 hours of training on the

Federal Fair Housing Act. At least fourteen (14) days prior to the training, Respondents shall submit to the Department for approval the name of the trainer, qualifications of the trainer, and a general description of the training materials (presentation agenda or slides) that will be used to fulfill the training requirement.

3. For all properties owned and/or managed by Respondents, Respondents shall adopt an occupancy policy that conforms with the Fair Housing Act and HUD guidance on occupancy, and includes occupancy policies no stricter than the local occupancy code. Respondents agree to submit the proposed policy to the Department for review within thirty (30) days of the Effective Date of this Agreement. After review by the Department, Respondents shall distribute the policy to all managers and staff that handle tenant applications at all properties owned or managed by Respondents.

## **H. MONITORING**

1. The Department shall determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with this Agreement. As a part of any such review, the Department may examine witnesses and copy pertinent records of Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
2. In the event Respondents fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available.

## **I. REPORTING AND RECORDKEEPING**

1. Unless otherwise specified above, within ten (10) days of completing each required item in Sections F. and G., Respondents shall provide the Department with a signed certification stating that the item has been completed as required and evidence demonstrating compliance with the item.
2. All required documentation of compliance must be submitted to:

Garland Woodruff  
Enforcement Branch Chief, Region III  
Office of Fair Housing and Equal Opportunity  
[Enforcement03@hud.gov](mailto:Enforcement03@hud.gov)

## **J. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter may be referred to the Attorney General of the

United States, to commence a civil action in the appropriate U.S. District Court, pursuant to Sections 810(c) and 814 (b) (2) of the Act.

**K. SIGNATURES**

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
**NAME REDACTED** (Complainant)

\_\_\_\_\_  
Date

**K. SIGNATURES**

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

**NAME REDACTED** (Complainant)

Date



**K. SIGNATURES**

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
Metropolitan Management Corporation

Date

Print Title:

**K. SIGNATURES**

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

\_\_\_\_\_  
Lancaster Court Associates

\_\_\_\_\_  
Date

Print Name:

Print Title:

**L. APPROVAL**

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Carolyn Punter, Director  
Region III, FHEO

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Date