



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

Name Redacted
(Complainant)

And

Complainant's six minor children
(Aggrieved Persons)

And

Stephen Braun
CMS Property Services LLC
(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: 09-18-0202-8 (Title VIII)
FHEO CASE NAME: Name Redacted v. CMS Property Services LLC

HUD Date Filed: October 13, 2017

Effective Date of Agreement: 8/23/2018

Expiration Date of Agreement: 8/23/2021

A. PARTIES AND SUBJECT PROPERTY

Complainant

Name Redacted
Address Redacted
Reno, NV 89502

Respondents

Stephen Braun
PO Box 3444
Reno, NV. 89502

CMS Property Services LLC
PO Box 3444
Reno, NV 89502

Subject Property

Address Redacted
Reno, NV 89502

B. STATEMENT OF FACTS

On October 13, 2017, Complainant **Name Redacted** filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”) alleging discrimination on the basis of sex, and naming her six children as “other aggrieved parties.” Complainant alleges that Respondents’ conduct violated §§ 804(a), 804(b) and 818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”).

Respondents deny having discriminated against Complainant or any of the named “Aggrieved Parties,” but agree to settle the claims in the underlying action without any finding on the merits by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant (on behalf of herself and her minor children), named above, and the Respondents, named above. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of three (3) 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. 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. Respondents further acknowledge that any subsequent retaliation or unlawful discrimination against Complainant constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
7. 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.
8. 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.
9. 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 designee.

10. 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 signature of Stephen Braun is made with the authority and on behalf of Respondent CMS Property Services, LLC.
11. Complainant, on behalf of herself and her minor children, hereby forever waives, releases, and covenants not to sue the Department or Respondents, 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 09-18-0202-8, or which could have been filed in any action or suit arising from said subject matter. Complainant, on behalf of herself and her minor children, further forever waives, releases, and covenants not to sue Respondents, their successors, heirs, executors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims for overpayment of rent and/or late fees.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and 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 09-18-0202-8 or which could have been filed in any action or suit arising from said subject matter, as of the effective date of this Agreement. Respondents hereby forever waive, release, and covenant not to sue or otherwise seek compensation from Complainant and her successors, heirs, executors, assigns, agents, and attorneys, for any damage to the subject property, whether presently known or unknown, present as of the effective date of this Agreement.

F. RELIEF FOR COMPLAINANT

13. Respondents agree to pay Complainant the sum total of seven thousand dollars (\$7,000) as set forth herein: (1) the sum of two thousand, five hundred dollars (\$2,500.00) within fourteen (14) calendar days of the effective date of this Agreement; and (2) the sum of four thousand, five hundred dollars (\$4,500.00) within five (5) business days of the time Complainant and all occupants vacate the premises, relinquish keys, remove all personal property and trash, and restore the subject premises in good condition, minus normal and reasonable wear and tear, to Respondents. Payment of the first sum will be made by cashier's check made payable to **Name Redacted** and delivered to Complainant's attorney, as follows: Kenneth K. Ching, Of Counsel, 100 West Liberty Street, Suite 940, Reno NV 89501-1991, via U.S. certified mail or other delivery service with tracking capability, within fourteen (14) calendar days of the effective date of this Agreement. Payment of the second sum will be made by cashier's check made

payable to **Name Redacted** and delivered to Complainant's attorney, as follows: Kenneth K. Ching, Of Counsel, 100 West Liberty Street, Suite 940, Reno NV 89501-1991, via U.S. certified mail or other delivery service with tracking capability, within five (5) business days of the time Complainant and all occupants tender possession of the premises (by vacating and return of keys). Respondents reserve the right to perform any usual and customary move-out inspection of the interior and exterior premises, and to assess damages not previously claimed in the usual and customary way, prior to the expiration of the 5 (five) business day period for payment of the four thousand, five hundred dollars (\$4500.00) second installment to Complainant.

To show compliance with paragraph F13, Respondents will provide a copy of each check identified above to the Department within forty-five (45) business days of the effective date of this Agreement, together with a copy of the delivery tracking report or certified mail receipt for each check. The photocopies of the checks and delivery information should be sent to the address specified in paragraph I21 of this Agreement.

14. It is understood that Complainant has agreed to vacate the premises within thirty (30) calendar days from the effective date of this Agreement and has further agreed to provide at least five (5) days advance notice of her move out date to Respondents or Respondents' designee to facilitate timely delivery of the second check referenced in paragraph F13 above.

G. RELIEF IN THE PUBLIC INTEREST

15. Within one hundred eighty (180) calendar days of the effective date of this Agreement, Respondent Steven Braun and staff member Nancy Wright will attend in person a training session on fair housing lasting at least three (3) hours, including coverage of the Act and reasonable accommodations. A qualified fair housing agency or attorney approved in advance by the Department shall conduct the training. 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 five (5) business days prior to the training. Respondents shall pay for any cost of the training.

To show compliance with paragraph G15, within one hundred ninety (190) days of the effective date of this Agreement Respondents will provide documentation that the training has been completed for each of the individuals specified above. The documentation will state the name of the individuals who attended the training, the date of the training, who provided the training, the training provided, and a copy of a certificate of completion for each of the specified individuals. This documentation should be sent to the address specified in paragraph I21 of this Agreement.

16. Respondents agree that within thirty (30) days from the effective date of this Agreement, they will modify the standard leases and applications for all properties owned and/or managed by one or more Respondent, to include a statement notifying applicants and tenants that Respondents do not discriminate on the basis of race, national origin, color, disability, sex, religion or familial status. Respondents shall not be required to modify existing leases or applications that have been completed prior to the deadline for modification in this paragraph.

To show compliance with paragraph G16, Respondents will provide a copy of the updated application(s) and lease(s) within forty-five (45) days of the effective date of this Agreement. Copies of the modified documents should be sent to the address specified in paragraph I21 of this Agreement.

17. Respondents agree that any and all advertisements or postings regarding properties for sale or rent by one or more Respondent will contain the following phrase "Equal Housing Opportunity" conspicuously located within the text.
18. Respondents agree to refrain from discriminating on the basis of race, national origin, color, disability, sex, religion and familial status as protected under federal law. Respondent agrees to comply with all of the provisions of the Act and as outlined in 24 CFR part 100 *et seq.*
19. Respondents agree to communicate the provisions of this Agreement, within thirty (30) days of its effective date, to all employees, agents, and officers who are responsible for compliance with the 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 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 & Urban Development
Office of Fair Housing and Equal Opportunity
ATTN: Conciliation Monitoring Unit
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov

J. CONSEQUENCES OF BREACH

22. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall notify the allegedly breaching party and provide a ten (10) day period for cure of the breach. In the event the Department believes the alleged breach has not been cured, or is not curable, the matter shall be referred to the Attorney General of the United States after the notice period has expired, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

Conciliation Agreement

Name Redacted v. *CMS Property Services LLC*

HUD No.: 09-18-0202-8

COMPLAINANT'S SIGNATURE

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

Signature Redacted

8-17-18

Name Redacted, Complainant

Date

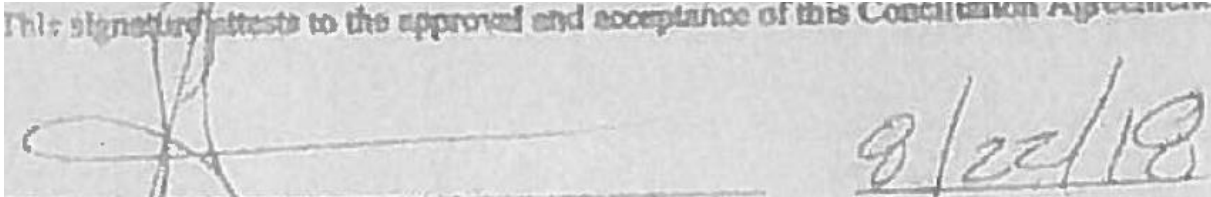
Conciliation Agreement

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RESPONDENTS' SIGNATURE

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

A scan of a document showing a handwritten signature and the date 8/22/18. The signature is written in dark ink and is somewhat stylized. The date is written in a similar style. The background of the scan is slightly blurred, showing some text from the document, including the phrase "This signature attests to the approval and acceptance of this Conciliation Agreement".

8/22/18

Steven Braun, on behalf of himself and
CMS Property Services LLC, Respondents

Date

Conciliation Agreement

Name Redacted v. CMS Property Services LLC

HUD No.: 09-18-0202-8

APPROVAL

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



Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

8/23/2018

Date