

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF HEARINGS AND APPEALS**

Secretary, United States Department	)	
of Housing and Urban Development, on	)	
behalf of Complainant Greater New Orleans	)	
Fair Housing Action Center,	)	
	)	
Charging Party,	)	16-JM-0153-FH-022
	)	
v.	)	
	)	
Brandon Tarricone	)	
	)	
Respondent.	)	
	)	
	)	
	)	

**INITIAL DECISION, SETTLEMENT AGREEMENT AND CONSENT ORDER**

**I. Background**

1. On September 27, 2016, the United States Department of Housing and Urban Development ("HUD" or "Charging Party") filed a Charge of Discrimination ("Charge") against Respondent Brandon Tarricone ("Respondent") pursuant to the Fair Housing Act, as amended, 42 U.S.C. §§ 3601-19 ("Act"). The Charge alleges that Respondent violated subsections 804(a) and (c) of the Act, 42 U.S.C. §§ 3604(a) and 3604(c).
2. Respondent denies any violations of the Act and denies all the allegations in the Charge. Respondent's agreement to settle this matter and the execution of this Settlement Agreement and Consent Order does not constitute an admission of fault or liability on his part.
3. The Charging Party, Complainant Greater New Orleans Fair Housing Action Center, and Respondent ("the parties") have agreed to voluntarily resolve this matter without a hearing

before a HUD Administrative Law Judge ("ALJ"). Accordingly, the parties have agreed to the entry of this Initial Decision, Settlement Agreement and Consent Order ("Settlement Agreement and Consent Order") as attested by their signatures below.

## **II. General Provisions**

4. The parties acknowledge that this Settlement Agreement and Consent Order is a voluntary and full resolution of the disputed Charge and that no party has been coerced or forced to become a party hereto.
5. The parties agree that the Charging Party shall file with the Office of Administrative Law Judges a Joint Motion for Entry of an Initial Decision, Settlement Agreement and Consent Order approving the terms of this Settlement Agreement and Consent Order, along with a fully executed copy hereof.
6. This Settlement Agreement and Consent Order is binding upon Respondent, his employees, successors, agents, assigns, and all others in active concert with him in the rental and management of all residential dwellings owned in whole or in part by Respondent.
7. Pursuant to 24 C.F.R. § 180.680, this Settlement Agreement and Consent Order is a public document.
8. In exchange for compliance with the provisions of this Settlement Agreement and Consent Order, Complainant hereby forever waives, releases, discharges, and covenants not to sue Respondent, his members, employees, successors, agents, assigns, and all others in active concert with him in the rental and management of all residential dwellings owned in whole or in part by Respondent with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of, or in any way related

to, the subject matter of OALJ Number 16-JM-0153-FH-022, or the Charge or Complaint of Discrimination related thereto, which could have been filed in any action or suit arising from said subject matter.

**III. Agreement to Pay Costs and Other Expenses to Complainant**

9. Respondent shall pay FIFTEEN THOUSAND DOLLARS (\$15,000) to Complainant for its costs and other expenses. Payment to Complainant shall be made in one (1) installment on or before thirty (30) days from the date this Settlement Agreement and Consent Order has been approved by the Chief Administrative Law Judge, Hon. J. JEREMIAH MAHONEY.

10. Payment of the compensation referred to in ¶9 shall be made in the form of a cashier or certified check payable to Greater New Orleans Fair Housing Action Center and delivered to:

Attn: Cashauna Hill, Executive Director  
Greater New Orleans Fair Housing Action Center  
404 S Jefferson Davis Pkwy  
New Orleans, LA 70119

A copy of the cashier or certified check shall be mailed to:

Garry Sweeney  
Regional Director  
Office of Fair Housing and Equal Opportunity, 6AE  
U.S. Department of Housing and Urban Development  
801 Cherry Street, Unit 45, Suite 2500  
Fort Worth, Texas 76102

**IV. Additional Settlement Terms**

11. Respondent agrees to attend fair housing training at a time and place mutually agreed to by the parties within six (6) months of the effective date of this Settlement Agreement and Consent Order. HUD will offer training that satisfies this paragraph at both its Boston and

New Orleans offices, at times and dates available to HUD and respondent. Any training required by this paragraph shall not exceed 8 hours or more than one day. Training provided by HUD shall be at no expense to Respondent. Alternative to a HUD training, Respondent may attend at training conducted by the National Center for Housing Management (NCHM) (<http://www.nchm.org/Training/Property-Management/Fair-Housing-Essentials>). Respondent shall submit proof of his attendance upon completion of the training to:

Garry Sweeney  
Regional Director  
Office of Fair Housing and Equal Opportunity, 6AE  
U.S. Department of Housing and Urban Development  
801 Cherry Street, Unit 45, Suite 2500  
Fort Worth, Texas 76102

Respondent's submission of proof of attendance for a program conducted or approved by HUD shall satisfy this paragraph.

12. Respondent agrees to include the following statement of non-discrimination in all future rental applications, rental leases, and advertising for the rental of any dwelling, or unit within a dwelling, owned or managed by Respondent in whole or in part either now or in the future:

We do not discriminate on the basis of race, color, sex, national origin, religion, disability, or familial status in the rental of our apartments. All qualified applicants, including families with children, are eligible to rent from us.

Accompanying this statement, Respondent shall include the Equal Housing Opportunity Logo on Respondent's Rental Applications and Leases. The Logo was previously sent via e-mail to Counsel for Respondent and may also be found at: <https://portal.hud.gov/hudportal/HUD?src=/library/bookshelf/11/hudgraphics/fheologo>.

13. For a period of twenty-four (24) months beginning June 30, 2017, Respondent agrees to HUD monitoring of all non-short-term<sup>1</sup> residential dwellings, or units within dwellings, which he owns or manages in whole or in part in the State of Louisiana, including properties acquired during the duration of the reporting period, by providing HUD the following information at six (6) month intervals:

- a. All Advertisements published or placed in either paper or electronic format;
- b. Copies of all completed applications and leases related to Respondent's properties, specifically including information on the number of persons included in the application and whether any children under eighteen (18) years of age are among the applicant's family; such information may be limited to what Respondent can legally obtain from tenants;
- c. Information on the occupants of a unit once the unit becomes occupied, specifically including the number of occupants and whether any children under eighteen (18) years of age are among the occupants; such information may be limited to what Respondent can legally obtain from tenants; and,
- d. Copies of rental inquiries, including email and, specifically, any information provided by those contacts regarding the number of occupants and familial status.

The first submission of information under this paragraph will be made on or before December 31, 2017, with subsequent submissions due on or about June 30, 2018, December 31, 2018, and June 30, 2019.

Respondent shall redact from documents submitted to HUD under this paragraph the names, social security numbers, bank account numbers, and driver's license numbers of

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<sup>1</sup> As defined by New Orleans Ordinance No. 27209 M.C.S. (Dec. 7, 2016).

tenants or prospective tenants. Respondent shall keep records of the redacted information should the need arise for HUD to access the information in order to enforce this Settlement Agreement and Consent Order. All monitoring reports shall be submitted by Respondent or his counsel to:

Garry Sweeney  
Regional Director  
Office of Fair Housing and Equal Opportunity, 6AE  
U.S. Department of Housing and Urban Development  
801 Cherry Street, Unit 45, Suite 2500  
Fort Worth, Texas 76102

**V. Additional Reporting and Record Keeping**

14. Respondent shall notify HUD of any formal complaint filed against him or his agents with any local, state, or federal agency regarding equal opportunity or discrimination in housing within ten (10) days of receipt of such complaint. Respondent shall include a copy of the complaint with its notification to HUD. Respondent shall also provide HUD with all information HUD may request concerning any such complaint and its actual or attempted resolution. Such notifications shall be submitted to:

Garry Sweeney  
Regional Director  
Office of Fair Housing and Equal Opportunity, 6AE  
U.S. Department of Housing and Urban Development  
801 Cherry Street, Unit 45, Suite 2500  
Fort Worth, Texas 76102

**VI. Compliance**

15. Upon any breach of any provisions of this Consent Order, HUD may take any action necessary to enforce the terms of this Settlement Agreement and Consent Order, including relief in accordance with 42 U.S.C. § 3612(j).

**VII. Administration**

16. This Consent Order will become final and effective thirty (30) calendar days from the date it is issued by the HUD ALJ or earlier, if affirmed by the Secretary within that time ("effective date"), in accordance with 24 C.F.R. § 180.680(b).
17. This Settlement Agreement and Consent Order shall remain in effect for a period of two (2) years from its effective date.
18. Complainant and Respondent agree that they shall refrain from making written or oral statements concerning this matter that is intended or reasonably expected to be viewed as disparaging of the character of any Complainant or Respondent.
  - a. This provision shall not apply to any written or oral statements describing the terms of this Consent Order or made as part of any future judicial or administrative proceeding.
  - b. Any written or oral statements describing the terms of this Consent Order, including any website content or press release issued by Complainant or Respondent, shall not violate the terms and conditions of this Settlement Agreement and Consent Order and shall not include the name of the Respondent nor the address of the subject property.
19. This Settlement Agreement and Consent Order does not in any way limit or restrict HUD's authority to investigate any other unrelated complaints involving Respondent made pursuant to the Act, or any other complaints within HUD's jurisdiction.
20. Each party is responsible for that party's own attorney's fees and costs, if any.
21. The parties agree that in the interest of promptly concluding this matter, the execution of this Settlement Agreement and Consent Order may be accomplished by the parties'

signatures on separate pages, with the signature pages and Settlement Agreement and Consent Order to constitute one document to be filed with the Office of Administrative Law Judges. Signature pages may be provided by facsimile or electronic transmission.

**VIII. Agreement of the Parties**


The parties below have read the Initial Decision, Settlement Agreement and Consent Order and have willingly signed it with a full understanding of the rights it confers and the responsibilities it imposes on them.

**RESPONDENT:**

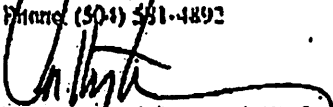
  
\_\_\_\_\_  
BRANDON TARRICONE

8/13/17  
Date

**COUNSEL FOR RESPONDENT:**


  
\_\_\_\_\_  
MAURY A. HERMAN, ESQ. (LA Bar No. 06815)  
Herman, Herman, and Ruiz, LLC  
820 Poydras Avenue  
New Orleans, LA 70113  
Phone: (504) 581-4892

8/15/17  
Date

  
\_\_\_\_\_  
ANTHONY TARRICONE, ESQ. (MA Bar No. 492480)  
Kreidler & Kreidler LLP  
855 Boylston Street  
Boston, MA 02116-2688  
Phone: (617) 424-9100

8/14/17  
Date

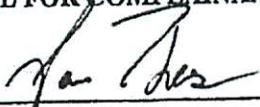
**COMPLAINANT:**

  
\_\_\_\_\_  
CASHAWN HILL,  
Executive Director,  
Greater New Orleans Fair Housing Action Center

8.15.2017  
Date



COUNSEL FOR COMPLAINANT:



PETER THEIS, ESQ.  
Greater New Orleans Fair Housing  
Action Center  
404 S Jefferson Davis Pkwy  
New Orleans, LA 70119

8/16/17

Date

COUNSEL FOR THE CHARGING PARTY, UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT:



WILLIAM J. DALEY, ESQ.  
Regional Counsel for Region VI  
Marcus R. Patton, Esq.  
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801 Cherry Street  
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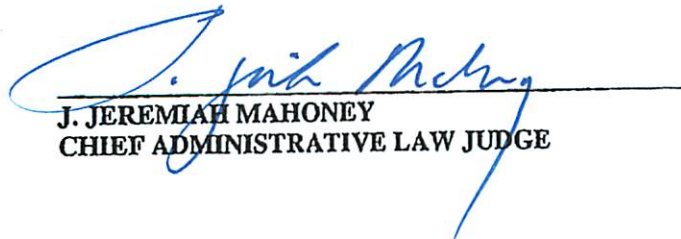
8/7/17

Date

IX. Order of the Court

On 8/16/17, the parties forwarded an Initial Decision, Settlement Agreement and Consent Order to the Office of Administrative Law Judges, incorporating the terms of their agreement. The Chief Administrative Law Judge, after reading the agreement, finds it to be in the public interest. All parties have given their consent and signed the agreement incorporated in the foregoing Initial Decision, Settlement Agreement and Consent Order, which is hereby accepted and entered.

So ORDERED, this 22 day of AUGUST, 2017



J. JEREMIAH MAHONEY  
CHIEF ADMINISTRATIVE LAW JUDGE