



THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT



TITLE VIII CONCILIATION AGREEMENT

BETWEEN



Casper, WY 82601
(Complainant)



(Complainant)

And

RHP Properties, Inc.
31200 Northwestern Hwy
Farmington Hills, MI 48334
(Respondent)

And

Ross Partrich
Chief Executive Officer
RHP Properties, Inc.
P.O. Box 339695
Farmington Hills, MI 48333
(Respondent)

And

Kim Humiston
Former Regional Manager
RHP Properties, Inc.
1 Sequoia Drive
Casper, WY 82604
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHOO), Region VIII
Director on behalf of the U.S. Department of Housing and Urban Development

TITLE VIII Case Number: 08-16-0012-8

A. PARTIES

Complainants:



Respondents:

RHP Properties, INC.
Ross Partrich, CEO of RHP Properties
Kim Humiston, Former Regional Manager

The subject property is a single-wide mobile home located in Plainview Mobile Home Park, 3650 Harvey Place, Lot [REDACTED] in Casper, Wyoming. Complainants own the structure and rent the lot from Plainview, LLC. Kim Humiston was the regional manager with oversight over Plainview Mobile Home Park during the alleged events.

B. STATEMENT OF FACTS

A complaint was filed on October 20, 2015, with the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) alleging one or more discriminatory housing practices under the Fair Housing Act, as amended, Title 42 United States Code (U.S.C.) Sections 3601 - 3619 (“the Act”). Complainants alleged Respondents discriminated against persons with disabilities by delaying several requests to erect a chain linked fence to enclose their lot as a reasonable modification, in violation of Sections 3604(f)(3)(A) and 3604(f)(3)(B) of the Act.

Respondents denied they engaged in any discriminatory housing practices, but agreed to settle the claim in the underlying action by entering into this Conciliation Agreement.

It is understood by all parties that this Agreement does not constitute an admission by Respondents of any violation of the Act.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from its effective date.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date that it is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is

approved by the Department through the FHEO Region VIII Director or his 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. Respondents acknowledge 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 discrimination 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 Region VIII Director or his or her designee, is binding upon Complainants, Complainants' heirs, successors and assigns. This Agreement, after it has been approved by the FHEO Region VIII Director, or his or her designee, is additionally binding upon Respondents, their employees, heirs, successors and assigns, and all others in active concert with the operation of the subject property.
7. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to Section 3610(b)(4) of the Act.
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 will be effective unless: (a) all signatories to the Agreement or their successors 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 Region VIII Director or his or her designee.
10. 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.
11. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, to include all their heirs, executors, assigns, agents, 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 FHEO Case Number 08-16-0012-8, or which could have been filed in any action or suit arising from said subject matter.

12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, to include all their successors, assigns, 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 FHEO Case Number 08-16-0012-8, or which could have been filed in any action or suit arising from said subject matter.
13. The individual(s) signing on behalf of any named Respondent hereby represents that he or she has the authority to sign for that Respondent and that his or her signature will bind Respondent.

F. RELIEF FOR COMPLAINANTS

14. Within thirty (30) days of the effective date of this Agreement, Respondents agree to pay Complainant [REDACTED] the total sum of \$5000.00. This amount shall be paid by certified or cashier's check, made payable to "[REDACTED]" and will be delivered via Federal Express or Certified Mail to the following address:

[REDACTED]
Casper, WY 82601

15. Within thirty (30) days of the effective date of this Agreement, Respondents will provide Complainants written approval to maintain the existing chain link fence they erected as a reasonable modification for their minor child with disabilities.

G. RELIEF IN THE PUBLIC INTEREST

16. Within thirty (30) days of the effective date of this Agreement, Respondents agree to implement the reasonable accommodation and reasonable modification policies for receiving and handling requests made by individuals with disabilities, entitled "Reasonable Accommodation and Reasonable Modification Policy," as attached hereto in Appendix A. Respondents agree that the removal of any former reasonable accommodation and reasonable modification policies will take effect at all properties owned or managed by Respondents. Respondents agree that the new policies will be implemented and maintained at all the properties owned or managed by Respondents. Respondents also agree that the policies will be disseminated to all new tenants by attaching the policy to all their rental and/or purchase agreements for each property they own or manage.

17. Within thirty (30) days of the effective date of this Agreement, Respondents agree to make available the Reasonable Accommodation and Modification Policy at any location used as a rental or business office at each property they own or manage.
18. Within thirty (30) days of the effective date of the Agreement, Respondents agree to submit existing training materials for review for any necessary updates or revisions to comply with the Act, as outlined in Paragraph 26.
19. Within thirty (30) days of the effective date of this Agreement, Respondents agree to display and maintain HUD Fair Housing posters, form HUD-928.1A (6/2011), in the main rental and/or purchase area at each property owned or managed by Respondents, as attached hereto in Appendix B. Posters may be obtained from HUD's website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

H. MONITORING

20. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this Agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

I. REPORTING AND RECORDKEEPING

21. Within twenty (20) days of having mailed the check referenced in Paragraph 14 of this Agreement, Respondents shall certify compliance with the provision by sending a photocopy of the check to HUD as outlined in Paragraph 26.
22. Within twenty (20) days of having provided the letter referenced in Paragraph 15 of this Agreement, Respondents shall certify compliance with the provision by sending a photocopy of the letter to HUD as outlined in Paragraph 26.
23. Within twenty (20) days of having implemented the policy outlined in Paragraphs 16 and 17 of this Agreement, Respondents shall certify compliance with the provision by sending a signed statement attesting to the implementation of the policy at each property owned or managed by Respondents as outlined in Paragraph 26.
24. Within twenty (20) days of HUD's review of all training materials required by Paragraph 18 of this Agreement, Respondents shall certify compliance with the updates and revisions by sending a signed statement attesting to completion as outlined in Paragraph 26.

25. Within twenty (20) days of having posted the fair housing posters required by Paragraph 19 of this Agreement, Respondents shall certify compliance with the provision by sending a signed statement attesting to displaying of the posters as outlined in Paragraph 26.
26. All reports and correspondence pursuant to this Agreement shall include FHEO case number 08-16-0012-8. All required certifications and documentation of compliance must be submitted to:

Amy M. Frisk, Region VIII Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 24th floor
Denver, Colorado 80202-4801

J. CONSEQUENCES OF BREACH

27. Whenever the Department has reasonable cause to believe that the Respondent(s) has 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 §§ 3610(c) and 3614(b) of the Act.

K. SIGNATURES

[Redacted Signature]

Complainant

[Redacted Signature]

Complainant

11-28-16
Date

11-28-16
Date

[Redacted Signature]

RHP Properties, Inc.

Respondent

11/21/16
Date

Signed by: Scott H. Barnett, President
(print name, title)

[Redacted Signature]

Ross Parich, Chief Executive Officer

Respondent

11/21/16
Date

[Redacted Signature]

Kim Hunnison, Former Regional Manager

Respondent

11/11/16
Date

APPROVAL

[Redacted Signature]

Amy M. Frisk

Region VIII Director

Office of Fair Housing and Equal Opportunity

29 Nov 2016
Date