

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between



(Complainant)

And

MICHAEL WARREN

(Respondent)

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

FHEO CASE NUMBER: 01-14-0074-8

#### A. PARTIES AND SUBJECT PROPERTY

- [REDACTED] (hereinafter "Complainant"); protected class: Sex
- Michael Warren (hereinafter "Respondent")
- The subject property is a multi-family, three-unit structure located at 17 Hemlock Lane in the city of Berlin in Coos County, New Hampshire.

#### B. STATEMENT OF FACTS

A complaint was filed on December 3, 2013 with the United States Department of Housing and Urban Development (the Department) alleging that the Complainant was injured by a discriminatory act of the Respondent. Complainant alleges that the Respondent, Michael Warren, violated § 801 et seq. of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 et seq. (the Act), by refusing to rent, or otherwise making unavailable or denying, a dwelling because of her sex.

Respondent denies having discriminated against Complainant, but agrees to settle the claims in the underlying action by entering into this Conciliation Agreement.

#### C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one year 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 U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO) Region I of the United States Department of Housing and Urban Development (HUD).

#### 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 Respondent acknowledges that he has 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. Respondent further

acknowledges 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 Regional Director, or his or her designee, is binding upon Respondent, his employees, heirs, successors and assigns and all others in active concert with him in the ownership or operation of 17 Hemlock Lane in the city of Berlin in Coos County, New Hampshire.

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 his 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 Respondent made pursuant to the Fair Housing 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.

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. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent, its 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 HUD Case Number 01-14-0074-8, or which could have been filed in any action or suit arising from said subject matter.

12. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant and its 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 01-14-0074-8 or which could have been filed in any action or suit arising from said subject matter.

#### F. RELIEF FOR COMPLAINANT

13. Respondent agrees to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

- a. Respondent agrees to pay by certified or cashier's check the amount of \$2,300.00 to Complainant within ten (10) days of the effective date of this Agreement. The check shall be made payable to Jennifer Premo, and mailed to the Complainant by Federal Express or certified mail at the following address:

Daniel Feltes, Esq.  
New Hampshire Legal Assistance  
117 North State Street  
Concord, New Hampshire 03301

G. RELIEF IN THE PUBLIC INTEREST

14. Within sixty (60) days of the effective date of this Agreement, Respondent shall attend two (2) hours of Fair Housing Training to be conducted by an appropriate agency or facility approved by the Department. Written approval of a prospective trainer must be solicited and obtained from the FHEO Regional Director at least ten (10) days prior to the commencement of the training.

15. During the six months immediately preceding the effective date of this Agreement, Respondent shall maintain records of all applications for the subject property, including any pertinent supplementary documents, the outcomes of the applications, and reasons for any denials. Six months after the effective date of the Agreement, Respondent shall submit to the Department a report on the applications received, the decision on each application, and an explanation for why it denied any rejected application. At the Department's request, Respondent shall provide any application or document for which the Department is concerned that police visits or domestic violence might have played a role in the denial of the application.

H. MONITORING

16. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondent's property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Respondent. Respondent agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

17. Within thirty (30) days of the effective date of this Agreement, Respondent shall transmit a photocopy of the check identified in paragraph 13(a), together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery, to the FHEO Regional Director.

18. The Respondent shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance with paragraph 14 of this Agreement.

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

Susan M. Forward  
Region I Director, Office of Fair Housing and Equal Opportunity  
Thomas P. O'Neil Building  
Room 321  
10 Causeway Street  
Boston, MA 02222

#### J. CONSEQUENCES OF BREACH

20. Whenever the Department has reasonable cause to believe that the Respondent 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 §§ 810(c) and 814(b)(2) of the Act.

#### K. SIGNATURES

[Redacted Signature]

Complainant

5/15/14  
Date

Michael Warren  
Respondent

Date

#### L. APPROVAL

[Handwritten Signature]

Susan M. Forward  
FHEO Region I Director

5/19/14  
Date

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Region I Director, Office of Fair Housing and Equal Opportunity  
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#### K. SIGNATURES

  
Complainant

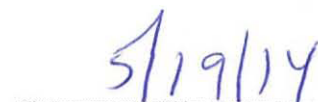
\_\_\_\_\_  
Date

  
Michael Warren  
Respondent

  
Date

#### L. APPROVAL

  
Susan M. Forward  
FHEO Region I Director

  
Date