

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Fair Housing Center of Metropolitan Detroit
220 Bagley
Suite 1020
Detroit, MI 48226
Complainant

and

Shelby Park Manor 4 & 5, Inc.

4709 Park Manor N
Shelby Twp., MI 48316
Respondent

Shelby Park Manor, Inc.

4709 Park Manor N
Shelby Twp., MI 48316
Respondent

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

Effective Date of Agreement: _____, 2013

Expiration Date of Agreement: _____, 2014

FHEO CASE NUMBER: 05-13-0411-8

A. PARTIES AND SUBJECT PROPERTY

- Complainant Fair Housing Center of Metropolitan Detroit is a Michigan non-profit corporation with its principal place of business in Detroit, Michigan.
- Respondents Shelby Park Manor, Inc. and Shelby Park Manor 4 & 5, Inc. are Michigan corporations with principal places of business in Shelby Township, Michigan.
- Michele Lo Chirco is the Registered Agent for Respondents Shelby Park Manor 4 & 5, Inc., Shelby Park Manor, Inc.
- Respondent Dawn Stevens is the current property manager for Shelby Park Manor.
- The subject property, commonly known as Shelby Park Manor is located at 4709 Park Manor N, Shelby Township, MI 48316 and consists of 5 separate buildings containing a total of 332 apartment units.
- The subject property does not receive federal funding

B. STATEMENT OF FACTS

On January 28, 2013 Complainant filed a complaint against Respondent Shelby Park Manor 4 & 5, Inc. in the United States District Court for the Eastern District of Michigan, Case No. 2:13-CV-10322-VAR-DRG (the “U.S. District Court Complaint”), which it amended on April 17, 2013 by adding Respondent Shelby Park Manor, Inc. as a Defendant. Complainant alleged Respondents violated 42 USC 3604(a), (b), (c) and (d) by discriminating against persons because of race and familial status.

On February 6, 2013 Complainant filed a complaint (the “HUD Complaint”), being commonly known as HUD Case No. 05-13-0411-8, with the United States Department of Housing and Urban Development (*hereinafter*, “HUD” or, alternatively, the “Department”) alleging Complainant was injured by discriminatory acts of Respondent Shelby Park Manor 4&5, Inc. On June 13, 2012, Complainant amended its complaint to include Respondents Shelby Park Manor Inc. and Dawn Stevens. Complainant alleged Respondents Shelby Park Manor 4&5, Inc., Shelby Park Manor, Inc. and Dawn Stevens violated §804(a), §804(c), §804(d) and §804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (*hereinafter*, “the “Act”) by discriminating against persons because of race and familial status. Complainant alleges Respondents refused to rent to persons with children and made false representations of availability to African-American potential tenants.

Respondents deny the allegations of discrimination contained in the U. S District Court Complaint and the HUD Complaint, but agree to settle the claims in these complaints 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 12 months following the Agreement having been fully executed.

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 FHEO Regional Director, 77 West Jackson Boulevard, Suite 2100, Chicago, IL 60604-3507.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. 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 acknowledges 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 retaliation or discrimination made or committed after the effective date of this Agreement will constitute 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 designee, is binding upon Respondents, Shelby Park Manor 4 & 5, Inc., Shelby Park Manor, Inc., Dawn Stevens their successors and all others in active concert with Respondents in the ownership or operation of Shelby Park Manor.
7. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding upon Complainant, Fair Housing Center of Metropolitan Detroit and HUD.

8. 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 designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department's or Complainant's authority to investigate any other complaint which arises out of facts or acts occurring subsequent to the effective date of this Agreement, involving Respondents, made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
10. 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.
11. 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.
12. Complainant Fair Housing Center of Metropolitan Detroit hereby forever waives, releases, and covenants not to sue, on its own behalf or on behalf of any other person or entity, the Department or Respondents Shelby Park Manor 4 & 5, Inc., Shelby Park Manor, Inc., Dawn Stevens, and their heirs, executors, successors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, which were or could have been asserted arising out of the subject matter of HUD Case number 05-13-0411-8 in (i) The U. S. District Court Complaint and/or (ii) the HUD Complaint and/or (iii) any other action or complaint which arose at any time prior to and through the effective date of this Agreement.
13. Respondents Shelby Park 4 & 5, Inc., Shelby Park Manor, Inc., and Dawn Stevens, hereby forever waive, release, and covenant not to sue the Department or Complainant Fair Housing Center of Metropolitan Detroit, 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, which were or could have been asserted in (i) The U. S. District Court Complaint and/or (ii) the HUD Complaint and/or (iii) any other action or complaint which arose at any time prior to and through the effective date of this Agreement.
14. HUD agrees to not file any Secretary initiated complaint(s) against Respondents Shelby Park Manor 4 & 5, Inc., Shelby Park Manor, Inc., Dawn Stevens, or their heirs, executors, successors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, which arise out of the subject matter of HUD Case number

05-13-0411-8 and which arose at any time prior to and through the effective date of this Agreement.

15. Complainant Fair Housing Center of Metropolitan Detroit agrees that once this agreement is fully executed it will stipulate to dismiss the U. S. District Case with prejudice and without costs or attorney's fees.

F. RELIEF FOR COMPLAINANT

16. In exchange for Complainant's and Respondents' agreement to conciliate:

- (a) Respondents Shelby Park Manor 4 & 5, Inc., and Shelby Park Manor, Inc. agree to pay Complainant \$100,000.00 (*One-hundred thousand dollars and no cents*) by check made out to the Wood Kull Client Trust account within seven (7) days of this Agreement being fully executed;
- (b) Complainant Fair Housing Center of Metropolitan Detroit agrees to accept \$100,000.00 as full, complete and final settlement of the U. S. District Court Complaint and the HUD Complaint;

17. Upon receipt of the amount referred to in 16 (b) above, Complainant and Respondents shall file a stipulated order to dismiss the U. S. District Court Complaint and the HUD Complaint shall be withdrawn.

G. RELIEF IN THE PUBLIC INTEREST

18. Respondents Shelby Park manor 4 & 5, Inc., Shelby Park Manor, Inc. agree to include the following language within their non-discrimination policy: *"It is the policy of the owners and managers of Shelby Park Manor not to discriminate against anyone because of race, color, national origin, religion, sex, disability, or, if applicable under the Fair Housing Act, familial status (having children under the age of 18) So long as Shelby Park Manor is operated as housing for older persons in compliance with the Fair Housing Act, it may exclude persons under age 18 from occupying its apartments"*. The language quoted herein shall be printed in correspondence intended for prospective tenants in font no smaller than (8) points in size and shall also be displayed prominently on the first page of all applications for tenancy.

19. Within ninety (90) days of the date on which this Agreement becomes fully executed, Respondents agree to develop and implement the policies, standards and procedures set forth below in subparagraphs 18 (a) through (d), inclusive, for responding to potential tenant inquiries, processing applications for tenancy, the content of Respondents' advertisements, recordkeeping and the approval of applicants for the rental of units within the subject property.

In the operation of the subject property, Respondents agree to:

- (a) Provide potential tenants, (*i.e.*, applicants or individuals inquiring as to dwelling availability at the subject property), with its non-discrimination policy, as referenced in Paragraph 18 of this Agreement;
 - (b) Evaluate rental applications at the subject property without regard to race, color, national origin, religion, sex, disability, or, if applicable under the Act, familial status;
 - (c) Maintain records illustrating Respondent's compliance with §807(b) (2) of the Act and its implementing regulations at 24 CFR Part 100.
 - (d) Represent itself within all print, audio, and electronic advertisements as Housing For Older Persons in conformity with the Act and its implementing regulations.
20. Respondents agree to arrange for Respondent Dawn Stevens, or whoever is acting as Property Manager of Shelby Park Manor, to receive Fair Housing training, including instruction on the requirements of the Act, for a minimum of three (3) hours from the Fair Housing Center of Housing of Metropolitan Detroit. The training shall occur within six (6) months of this Agreement being fully executed.

H. MONITORING

21. 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 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 HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

22. Within thirty (90) days of the effective date of this Agreement, Respondents Shelby Park Manor 4 & 5, Inc., and Shelby Park Manor, Inc. shall forward to the Department their non-discrimination policy.
23. Within seven (7) days of Respondent Dawn Stevens, or whoever is acting as Property Manager of Shelby Park Manor, completing fair housing training Respondents shall forward to the Department her certificate of completion.

to: 912494763660

From: US Dept of Housing and Urban Dev

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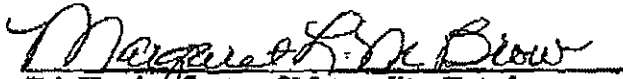
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U.S. Department of Housing & Urban Development
Yvonne Poindexter, Director, Detroit FHEO Center
Office of Fair Housing and Equal Opportunity
477 Michigan Avenue, Suite 1710
Detroit, MI 48226


J. CONSEQUENCES OF BREACH

24. 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


Fair Housing Center of Metropolitan Detroit *EXD*
220 Bagley
Suite 1020
Detroit, MI 48226

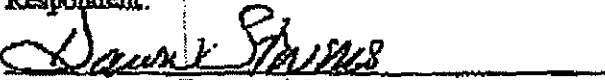
6-27-13
Date


Shelby Park Manor 4 & S, Inc.
Michele Lo Chirco, Registered Agent
4709 Park Manor N
Shelby Twp., MI 48316
Respondent

June 27, 2013
Date


Shelby Park Manor, Inc.
Michele Lo Chirco, Registered Agent
4709 Park Manor N
Shelby Twp., MI 48316
Respondent.

June 27, 2013
Date


Dawn Stevens, Property Manager
4709 Park Manor N
Shelby Twp., MI 48316
Respondent

June 27, 2013
Date

10: 812484/6388

From: US Dept of Housing and Urban Dev

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L. APPROVAL

On Behalf of The United States Department of Housing and Urban Development:



Maurice J. McGough, FHEO
Region V Director

7-8-13
Date