

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between



(Complainant)

And

Green New Britain LLC, PBJ Management, LLC,
and Philip C. Mahler (Respondents)

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

FHEO CASE NUMBER: 01-16-4044-8

A. PARTIES AND SUBJECT PROPERTY

- [REDACTED] (Complainant)
- Green New Britain LLC (Respondent)
- PBJ Management, LLC (Respondent)
- Philip C. Mahler (Respondent)
- 123 Green Street, New Britain, Connecticut 06051

B. STATEMENT OF FACTS

A complaint was filed on December 17, 2015, with the United States Department of Housing and Urban Development (the Department or HUD) alleging that Complainant was injured by a discriminatory act of Respondents. Complainant alleges Respondents violated Section 804 of the Fair Housing Act, as amended in 1988, 42 U.S.C. §§ 3601 et seq. (the Act) by refusing to rent to her on the basis of her familial status and by representing, because of familial status, that the property was not available for inspection when the property was in fact so available.

Respondents deny any act of discrimination in violation of the Act, and enter this agreement for the purpose of avoiding the additional expense of investigation and make no admission of wrongdoing.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one (1) 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 Department, through the Office of Fair Housing and Equal Opportunity (FHEO) Region I Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Region I 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. The Department has not made a finding in this case.

5. Complainant acknowledges the relief provided by Respondents under this Agreement will resolve all remaining allegations, whether known or unknown, arising from this complaint that the Complainant could have or should have alleged in the subject housing discrimination complaint.

6. Respondents acknowledge that it 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. Respondents further acknowledge that any subsequent retaliation or discrimination against complainant constitutes both a material breach of this Agreement, and a statutory violation of the Act.

7. This Agreement, after it has been approved by the FHEO Region I Director, or his or her designee, is binding upon Respondents and its employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of its subject properties.

8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region I Director, or his or her designee, it is a public document.

9. 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 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; and (b) the amendment, modification, or waiver is approved and signed by the FHEO Region I 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 hereby forever waives, releases, and covenants not to sue the Department or Respondents, their 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 01-16-4044-8, or which could have been filed in any action or suit arising from said subject matter.

13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and their 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 01-16-4044-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

14. Respondents agree to pay Complainant nineteen thousand, five hundred dollars (\$19,500). Respondents agree to hand-deliver or mail via Federal Express a check in good funds payable made out to "The Connecticut Fair Housing Center as Trustee for [REDACTED] to the Connecticut Fair Housing Center, 221 Main Street, 4th Floor, Hartford, CT 06106 within fifteen (15) days of the execution of this Agreement by HUD. Any amount not paid within 30 days of the execution of this Agreement by HUD shall accrue interest at an annual rate of five (5) percent.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents agree to;

a. Modify their website to include the phrase "families with children welcome" in its description of the property within thirty (30) days,

b. Include the words "families with children welcome" in all other advertising conducted by Respondents after the effective date of this agreement,

c. Provide certification to the Department that children are residing in the subject property.

d. Provide a certified copy of all lease applications and selection of tenancy for all vacancies that occur for one (1) year from the date of execution of this agreement.

16. Respondents promise to refrain from any act that would constitute a violation of the Fair Housing Act. Respondents also promise not to retaliate against Complainants or any person who participated in the investigation.

17. Respondents agree to attend two (2) hours of Fair Housing Training provided by the Department within 90 days.

H. EVALUATING AND MONITORING COMPLIANCE

18. For the duration of this Agreement, Respondents shall retain all records relating to their obligations hereunder. 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 request from the Respondents to inspect documents, examine witnesses, and/or 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. ADMINISTRATION

19. The requirements of this Agreement shall be in effect for one (1) year, unless an extension is necessary to complete the actions mandated by the Agreement.

20. Any time limits for performance fixed by this Agreement may be extended by mutual written agreement of Respondents and the Region I FHEO Director.
21. Respondents' compliance with the terms of this Agreement shall fully and finally resolve all claims of the Department relating to Respondents' alleged violation of the Act by means of discriminating against persons on the basis of familial status, including all claims for equitable relief and monetary damages and penalties.
22. The Department shall retain jurisdiction of this matter for the duration of this Agreement to enforce the terms of the Agreement.

J. REPORTING AND RECORDKEEPING

23. Within thirty (30) days of the effective date of this Agreement, Respondents shall transmit a copy of the proof of payment to Complainant to the FHEO Region I Director.
23. Within thirty (30) days of the conclusion of fulfilling each of the requirements described above in Paragraph 15, Respondents shall submit copies or certifications of completion of each requirement to the FHEO Region I Director.
24. Within thirty (30) days of the conclusion of fulfilling the training requirement described above in Paragraph 17, Respondents shall submit documentation of completion of the training to the FHEO Region I Director.
25. All required certifications and documentation of compliance must be submitted to:

Daniel Weaver
Enforcement Branch Chief
Office of FHEO, Dept. of HUD, Room 321
10 Causeway Street
Boston, MA 02222

Submission may be completed electronically via: ConciliationMonitoringRegion1FHEO@hud.gov

K. CONSEQUENCES OF BREACH

26. Whenever the Department has reasonable cause to believe 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.

L. SIGNATURES



Complainant

1/19/16
Date

Respondents' Representative

Date

M. Approval

A handwritten signature in cursive script, appearing to read 'SMF', is written over a horizontal line.

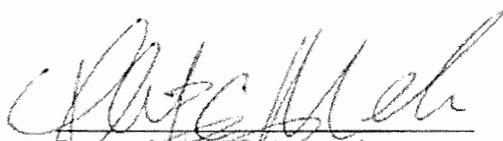
Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

1/20/2016
Date

L. SIGNATURES

Complainant

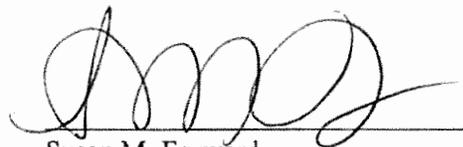
Date



Respondents' Representative
Charles Ryan

1/19/16
Date

M. Approval



Susan M. Forward
Region I Director
Office of Fair Housing and Equal Opportunity

1/20/2016
Date