

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

**U.S. Department of Housing and Urban Development
Assistant Secretary for the Office of Fair Housing and Equal Opportunity
(Complainant)**

and

**Mack, Mack & Waltz Insurance Group
(Respondent)**

**Approved by the FHEO Region IV Director on behalf of the
U.S. Department of Housing and Urban Development**

FHEO CASE NUMBER: 04-13-0910-8

A. PARTIES AND SUBJECT PROPERTY

This Conciliation Agreement ("Agreement") is entered into by and between the United States Department of Housing and Urban Development (hereinafter "HUD" or "the Department") on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity (hereinafter "Complainant") and Mack, Mack & Waltz Insurance Group (hereinafter "Respondent"). Complainant and Respondent hereinafter collectively referred to as the "Parties."

Complainant

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, S.W.
Washington, DC 20410

Respondent

Mack, Mack & Waltz Insurance Group, Inc.
1211 S. Military Trail, Ste. 100
Deerfield Beach, Florida 33442

Subject Property

Aqua Vista Townhomes
NE 167 Street
North Miami Beach, Florida 33162

B. STATEMENT OF POSITION

Complainant's Position

The Complainant, the Assistant Secretary for the Office of Fair Housing and Equal Opportunity ("FHEO") (the "Assistant Secretary") of the U.S. Department of Housing and Urban Development filed a Secretary-Initiated Complaint (the "Complaint") pursuant to 42 U.S.C. § 3610(a)(1)(A)(i) ("Section 810") on July 12, 2013, alleging that the Respondent engaged in discriminatory acts in violation of subsections 804(a), 804(b) and 804(c) of the Act. The Complaint alleges that the policies, practices and actions of the Respondent not providing coverage to properties that have "subsidized housing" and "low-income housing" has a discriminatory effect based on race and national origin.

Respondent's Position

Respondent has entered into this Agreement to avoid the risks, expenses, and burdens of litigation and to resolve voluntarily the claims in the underlying action (the "Claims") regarding

alleged violations of the Fair Housing Act. By settling this matter, Respondent is not admitting to any fault, guilt or liability with respect to the Claims.

C. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the Parties to it for a period of two (2) years from the Effective Date (as defined below) 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 Office of Fair Housing and Equal Opportunity Region IV Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the U.S. Department of Housing and Urban Development, through FHEO Region IV Director, or his or her designee ("Effective Date").

E. GENERAL PROVISIONS

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the 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. Respondent acknowledges 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. 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 FHEO Region IV Director, or his or her designee, is binding upon Respondent, its employees, heirs, successors and assigns and all others in active concert in the ownership or operation of the subject of this complaint.
7. It is understood that upon approval of this Agreement by the FHEO Region IV Director, or his or her designee, the Agreement will be a public document pursuant to Section 810(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 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 Region IV 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, the executed signature pages to be attached to the body of the Agreement to constitute one document. Facsimile copies of the Agreement and the signatures hereto may be used with the same force and effect as the original.
11. The Assistant Secretary for FHEO, on behalf of himself and the Department, and their respective successors, assigns, agents, officers, employees, and attorneys, hereby forever waive, release, and covenant not to sue Respondent, or its respective heirs, executors, assigns, agents, directors, officers, employees, partners, or attorneys, or pursue any administrative action or civil action against any of the foregoing, 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 04-13-0910-8, 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 Assistant Secretary or the Department, jointly or severally, or their successors, assigns, agents, officers, employees, executors, or 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 04-13-0910-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR THE COMPLAINANT

13. Within one hundred and eighty (180) days of the effective date of this agreement, all management and staff at Respondent Mack who review and/or submit applications for insurance on behalf of their clients will take at least four (4) hours of training on the Fair Housing Act. The trainer and proposed curriculum will be provided to HUD for approval.
14. During the term of this agreement, Respondent agrees to spend Ten Thousand Dollars (\$10,000.00) for affirmative marketing of its residential products to the affordable and low income housing markets. The Respondent shall sponsor, exhibit and affirmatively market its products at affordable and low income housing events (i.e. conferences, conventions, and symposiums). Respondent will submit to HUD the cost of sponsoring, exhibiting and affirmatively marketing its products at affordable and low income housing events on a bi-annual basis (every six months) until the Ten Thousand Dollars (\$10,000.00) has been expended during the term of the agreement.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondent agrees to prominently post the Equal Housing Opportunity logo and slogan on its website and on all advertising, pamphlets, brochures and other promotional literature that provides information about its residential insurance products and services.

H. MONITORING

16. The Department has the authority to determine compliance with the terms of this Agreement. The Department may conduct reviews of Respondent's operations and facilities to ensure compliance with this Agreement. 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 ten (10) calendar days after the required date of completion of Paragraphs 13, 14, and 15 identified above, Respondent shall certify to HUD, in writing that it has complied with each specific paragraph.

18. All required documentation must be submitted to:

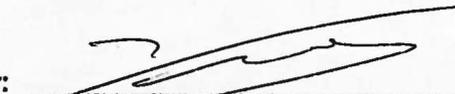
Natasha J. Watson, Enforcement Director
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street
Atlanta, GA 30303
ATTN: CASE NUMBER: 04-13-0910-8

J. CONSEQUENCES OF BREACH

19. Whenever the Department has reasonable cause to believe that the of the Respondent has breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to Sections 810(c) and 814(b)(2) of the Act.
20. This Agreement represents the entire agreement and understanding between and among the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions and/or settlement offers relating thereto.

K. SIGNATURES

WHEREFORE, the parties hereto have duly executed this Agreement:

By: 

Gustavo Velasquez
Assistant Secretary for Fair Housing
and Equal Opportunity

12/21/16
Date

Mack, Mack & Walter Insurance Group

By: 

Print Name: Gregory Walter
Title: Pres

12-7-16
Date:

I. ON BEHALF OF THE DEPARTMENT

Carlos Osegueda
FHEO Region IV Director

Date