

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Redacted Name

(Complainant)

And

LAGASSE APARTMENT RENTALS

VINCENT LAGASSE,

PAUL D. LAGASSE,

&

CORY LAGASSE.

(Respondents)

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

FHEO CASE NUMBER: 01-20-4019-8

A. PARTIES AND SUBJECT PROPERTY

- **Redacted Name** (hereinafter “Complainant”); protected class: familial status.
- Lagasse Apartment Rentals, Vincent Lagasse, Paul D. Lagasse, and Cory Lagasse (hereinafter “Respondents”).
- Complainant and Respondents are hereafter referred to collectively as the “Parties.”
- The subject property is a multi-unit building and is located at 114 Willow Street, Waterbury, Connecticut. (hereinafter the “Property”).

B. STATEMENT OF FACTS

A complaint was filed on November 13, 2019, with the United States Department of Housing and Urban Development (HUD) alleging that Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that Respondents violated §804(a) §804(b), and §804(c) of the Fair Housing Act as amended in 1988 (the “Act”). The Respondents deny the allegations.

The Parties agree to settle the claims in the underlying action by entering this Conciliation Agreement (hereinafter the “Agreement”).

C. TERM OF AGREEMENT

1. This Agreement shall govern the conduct of the Parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date on which a fully executed copy is approved by the Director, Fair Housing and Equal Opportunity (FHEO) Region I of HUD.
3. 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 it is approved by HUD, through the FHEO Region I Director or her designee.

E. GENERAL PROVISIONS

4. It is understood and the Parties expressly agree this Agreement does not constitute an admission by Respondents of any violation of any statute or regulation.
5. The Parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The Parties affirm 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.

6. Respondents agree that they will not commit any act of discrimination which would interfere with any person's right to own, occupy, sell or rent any property or dwelling, or otherwise interfere with that person's access to and enjoyment of said property or dwelling, as well as all services and privileges associated with said property or dwelling because of that person's race, color, religion, sex, national origin, disability or familial status.
7. This Agreement, after it has been approved by the FHEO Region I Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with Respondents in the ownership or operation of the Property.
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, it is a public document.
9. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within HUD'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 Region I Director.
11. The Parties agree the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and the original executed signature pages attached to the body of the Agreement constitute one document.
12. Complainant hereby forever waives, releases, and covenants not to sue HUD, Respondents, or their respective members, successors, executors, assigns, agents, officers, board members, employees, and attorneys (including in their individual capacities) 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 01-20-4019-8, 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 HUD, Complainant, or their respective successors, executors, assigns, agents, officers, board members, employees and attorneys (including in their individual capacities) 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 01-20-4019-8, or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

14. Within thirty (30) days of the effective date of this Agreement, Respondent shall pay to **Redacted Name** the sum of \$12,500 in full settlement of any and all claims that Complainant could bring arising out of the allegations underlying the investigation or presented in the Complaint. Respondent shall provide the sum in the form of a check, payable to **Redacted Name**, to:

Redacted Name
Redacted Name
Waterbury, CT 06701

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents shall eliminate or remove any discriminatory policy or practice that limits or restricts tenants or applicants with children under the age of 18 years old. This includes practices pertaining to the application process or pertaining to which type of unit or location of unit a tenant with a child can reside in, regardless of the age of the child.
16. For Respondents' next twenty-five (25) vacancies at the property, they shall affirmatively advertise to families with children. Respondents shall submit these advertisements to HUD for the duration of the Agreement or until Respondents have surpassed twenty-five (25) vacancies.
17. If Respondents adopt or modify an occupancy policy or practice during the duration of the Agreement, Respondents shall put the policy in writing and notify HUD of the policy within thirty (30) days of implementation.
18. Within one hundred (100) days of the effective date of this Agreement, Respondents and any of Respondents' employees that participate in the leasing or management of Respondents' business, or have direct contact with potential tenants regarding leasing, shall complete six (6) hours of fair housing training, paid for by Respondents, to be conducted by an organization approved by HUD. After the 199-day period called for in this Paragraph 18 and during the Term of the Agreement, no employee of the Respondent shall participate in the leasing of apartments or management of the business until they have completed such 6 hour training.
19. Respondents shall certify to HUD that training was completed by Respondents and all of Respondents' employees within ten (10) days of completion.
20. Respondents shall refrain from any act that would constitute a violation of the Act at the Property or any other residential properties.
21. Respondents shall not retaliate against Complainant or any person who participated in the investigation.

22. Respondents shall retain and make available to HUD records that would demonstrate that they have complied with the affirmative obligations under this Agreement.
23. For the three-year duration of this Agreement, Respondents shall notify the Department in writing within fifteen (15) days of receipt of any complaint of housing discrimination against Respondents and any of its agents or employees. For the purposes of this provision, “complaint” shall be defined as any complaint, whether written or verbal, formal or informal, to Respondent or to any of its agents or employees, or to any local, state, or federal entities, including the Department. Notification to the Department shall include the date of the complaint, a copy of any written complaint or a description of the verbal complaint, and contact information (including mailing addresses, daytime and evening telephone numbers, and e-mail addresses, if applicable) for the complaining party and, if applicable, the agency or entity to which the complaint was delivered or filed. Within fifteen (15) days of the resolution of any such complaint, if any, Respondents shall notify the Department, in writing, of the details of the resolution.

H. MONITORING

24. HUD 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 examine witnesses and copy relevant records of Respondents. Respondents agree to provide their full and reasonable cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

25. All required certifications and documentation of compliance must be submitted via email to ConciliationMonitoringRegion1FHED@hud.gov or to:

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

J. CONSEQUENCES OF BREACH

26. Whenever HUD has reasonable cause to believe that Respondents have 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 Name
Complainant

Date

Lagasse Apartment Rentals

Date

By, _____
Its Authorized Representative

Vincent Lagasse
Respondent

Date

Paul D. Lagasse
Respondent

Date

Cory Lagasse
Respondent

Date

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD

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

Date