

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS**

The Secretary, United States Department of Housing and Urban Development, on behalf of Redacted Name , Redacted Name , Redacted Name)	
)	HUDOHA No. _____
Charging Party)	
)	FHEO No. 09-13-1111-8
v.)	FHEO No. 09-13-0289-8
)	
Louis Liberty & Associates, a PLC dba The House Lawyer and Liberty & Associates a PLC dba The House Lawyer, Louis A. Liberty, Barney Damos, Joe Damos, Carolina Tellez, Jesus Gonzalez and Nicole Loza)	
)	
Respondents)	
)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

Complainants **Redacted Name**, **Redacted Name**, **Redacted Name** (collectively “Complainants”), filed verified complaints with the Department of Housing and Urban Development (“HUD”) alleging that Respondents Louis Liberty & Associates, a PLC dba The House Lawyer and Liberty & Associates, a PLC dba The House Lawyer (“THL”), and its owners, employees and agents: Louis A. Liberty (co-owner of THL) (“Liberty”), Barney Damos (owner of Economy Administration and co-owner of THL) (“Barney Damos”), Joe Damos (employee of Economy Administration and THL) (“Joe Damos”), Jesus (“Jesse”) Gonzalez (employee of Economy Administration and THL) (“Gonzalez”), Carolina Tellez (employee of Economy Administration and THL) (“Tellez”) and Nicole Loza (employee of Economy Administration and THL) (“Loza”) (collectively “Respondents”) discriminated against them because of national origin, in violation of the Fair Housing Act (the “Act”). 42 U.S.C. §§ 3601-19.

Complainant **Redacted Name** timely filed her complaint on December 31, 2012. Complainant **Redacted Name** complaint was amended on August 13, 2018 to remove Maya De Leon and Giovanni Gomez as Respondents, and to add Barney Damos, Joe Damos and Loza as Respondents. Moreover, Complainant **Redacted Name** complaint was amended on August 13, 2018, to add Complainant **Redacted Name** husband, **Redacted Name**, as a Complainant, and her parents, **Redacted Name**, as aggrieved persons, as defined by subsection 802(i) of the Act.

Complainant [Redacted Name] and his wife, Complainant [Redacted Name], timely filed their complaint on July 31, 2013. Complainant [Redacted Name]'s complaint was amended on August 13, 2018 to add Barney Damos, Joe Damos and Loza as Respondents and to add [Redacted Name] as aggrieved persons, as defined by subsection 802(i) of the Act.

Complainants collectively allege that Respondents discriminated against them based upon national origin in violation of sections 804(b), 805, and 818 of the Act. 42 U.S.C. §§ 3604(b), 3605, and 3617. Specifically, Complainants allege that Respondents discriminated against them by targeting them for illegal or unfair loan modification assistance because of their national origin. Complainants allege that, as a result of this discrimination, they were diverted from obtaining legitimate assistance, and they were at risk of foreclosure.

The Act authorizes the Secretary of HUD to issue a Charge of Discrimination (“Charge”) on behalf of aggrieved persons following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred. 42 U.S.C. § 3610(g)(1)-(2). The Secretary has delegated authority to the General Counsel, who has redelegated the authority to the Regional Counsel, to issue such a Charge following a determination of reasonable cause by the Assistant Secretary for Fair Housing and Equal Opportunity or his or her designee. 24 C.F.R. §§ 103.400, 103.405; 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Regional Director of the Office of Fair Housing and Equal Opportunity for Region IX, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that discriminatory housing practices have occurred and has authorized and directed the issuance of this Charge. 42 U.S.C. § 3610(g)(2).

II. SUMMARY OF FINDINGS IN SUPPORT OF THIS CHARGE

Based on HUD’s investigation of the allegations contained in the aforementioned complaints and Determination of Reasonable Cause, Respondents are hereby charged with violating the Act as follows:

A. Legal Authority

1. It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale of a dwelling, or in the provision of services or facilities in connection therewith, because of national origin. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2), (3); 100.65(a); 100.70(b).
2. It is unlawful for any person or entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of national origin. 42 U.S.C. § 3605; 24 C.F.R. §§ 100.110(b), 100.120; 100.130.
3. A “residential real estate-related transaction” includes the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or

maintaining a dwelling or secured by residential real estate, or the selling, brokering, or appraising of residential real property. 42 U.S.C. §§ 3605(b)(1), (b)(2).

4. It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by sections 804 or 805 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §§ 100.400(b), (c)(2).

B. Parties and Properties

i. Complainants

5. Complainant [Redacted Name] and Complainant [Redacted Name] are Hispanic and speak Spanish and English. At all times relevant to this Charge, Complainant [Redacted Name] parents, [Redacted Name] and [Redacted Name], who are also Hispanic, lived with her. Complainants [Redacted Name] and [Redacted Name], as well as [Redacted Name], are aggrieved persons, as defined by the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.

6. Complainant [Redacted Name] and Complainant [Redacted Name] are Hispanic and are native Spanish speakers with limited English proficiency. At all times relevant to this Charge, Complainant [Redacted Name] sons, [Redacted Name] and [Redacted Name], who are also Hispanic, lived with Complainant [Redacted Name] and Complainant [Redacted Name]. Complainants [Redacted Name] and [Redacted Name], as well as [Redacted Name] and [Redacted Name], are aggrieved persons, as defined by the Act. 42 U.S.C. § 3602(i); 24 C.F.R. § 100.20.

ii. Respondents

7. Respondent THL was a California corporation with its principal place of business at 370 Bridge Parkway #2, Redwood City, California, 94065. At all times relevant to this Charge, THL, through its employees, acted as mortgage modification brokers, operating as intermediaries paid for and authorized by homeowners to apply and negotiate for loan modifications and to broker the financing of the properties with the homeowners' banks.

8. Respondent Liberty is a licensed attorney and was the co-owner of THL. At all times relevant to this Charge, Respondent Liberty was solely responsible for all legal services offered by THL.

9. Respondent Barney Damos held joint operational control of THL. Among other roles, he was in charge of training and supervising THL staff, setting hours and rules for the company, and assigning work to staff. In addition, several former employees stated they considered Respondent Barney Damos to be the President of THL. Respondent Barney Damos played a significant role in THL marketing to the Hispanic community. He also owned a staffing company called Economy Administration, which provided staff to THL.¹

¹ Respondents and witnesses described Economy Administration as a staffing company, but no records of a California company called Economy Administration, or any company operating under the business name Economy Administration, were found during the investigation.

10. Respondent Joe Damos held joint operational control of THL. Along with his brother, Respondent Barney Damos, he was in charge of training and supervising THL staff, setting hours and rules for the company, and assigning work to staff. In addition, Respondent Joe Damos worked in THL's prequalification division.

11. Respondent Loza was THL's "Pipeline Manager," and oversaw the daily work of THL staff communicating with banks. In addition, Respondent Loza worked in the prequalification division and appeared in THL's promotional videos.

12. Respondent Gonzalez was an employee in THL's intake division and specifically handled Complainants' initial intake processing. He also worked in the prequalification division and appeared in THL's Spanish language radio, television and online advertising. A former THL employee referred to Respondent Gonzalez as the "face" of THL.

13. Respondent Tellez was an employee in THL's intake division and specifically handled Complainants' initial intake processing.

iii. Dwellings

14. [Redacted Name] Street, San Pablo, California, 94806, is a single-family house owned by Complainants [Redacted Name] and [Redacted Name]. At all times relevant to this Charge, the [Redacted Name] Complainants lived at this house, which is a dwelling within the meaning of the Act. 42 U.S.C. 3602(b); 24 C.F.R. § 100.20.

15. [Redacted Name], Placerville, California, 95667, is a single-family house owned by Complainants [Redacted Name] and [Redacted Name]. At all times relevant to this Charge, the [Redacted Name] Complainants resided at this house, which is a dwelling within the meaning of the Act. 42 U.S.C. 3602(b); 24 C.F.R. § 100.20.

C. Factual Allegations

i. Respondents' Practices

16. At all times relevant to this Charge, Respondents marketed and sold illegal or unfair mortgage modification services to financially distressed California homeowners. Respondents targeted Hispanic borrowers for financial assistance with real estate-related transactions, and the majority of Respondents' clients were Hispanic.

17. At all times relevant to this Charge, Respondents marketed THL's loan modification services through radio, television and online advertisements. Most of THL's advertisements were in Spanish, and THL's television and radio advertising aired on Spanish-language stations. THL's advertisements contained deceptive information regarding THL's ability to obtain loan modifications and THL's payment structure. The advertisements also discouraged borrowers from seeking free loan modification assistance.

18. In one television advertisement, Respondent Gonzalez stated that “no one works for free” and that “if someone states that they will help you for free, please watch out...” He also falsely stated that his office “only requires individuals to pay after each step of the process has been completed.”

19. Respondent Barney Damos was responsible for advertising to the Hispanic demographic. A THL employee heard Respondent Barney Damos state that the Hispanic community was uneducated and they were willing to pay.

20. THL’s former employees confirmed that the vast majority of THL’s client were Hispanic with at least half not proficient in English.

21. At all times relevant to this Charge, THL staff made false, inaccurate or misleading representations during in-person consultations with prospective clients regarding the extent of mortgage relief THL would obtain on their behalf and the prospective clients’ obligation to continue making mortgage payments while seeking a mortgage modification. THL staff also discouraged clients from seeking legitimate loan modification services.

22. At all times relevant to this Charge, California law SB 94 prohibited attorneys from charging or collecting legal fees for loan modification services prior to the completion of those services.

23. At all times relevant to this Charge, Respondents made promises to clients at their initial appointments that THL’s services would include preparation and negotiation of a loan modification. Respondents accepted payment from clients before completing the full scope of those services.

24. At all times relevant to this Charge, Respondents charged clients fees of approximately \$2,500 for the provision of mortgage modification services under a Modification Package Attorney-Client Fee Agreement (“Modification Agreement”), and approximately \$750 to \$1,000 for services under a Negotiation Package Attorney-Client Fee Agreement (“Negotiation Agreement”). Some, if not all, of the fees were typically paid before Respondents completed the full scope of the services that they represented they would perform at clients’ initial appointments.

25. Respondents also charged clients a recurring monthly fee of \$50 in addition to the Modification and/or Negotiation Agreement fees.

26. At all times relevant to this Charge, when prospective clients did not appear to qualify for a loan modification because they were current on their mortgage payments, Respondents routinely advised them to stop paying their mortgages. Respondents failed to provide accurate information, or provided inaccurate information, to clients about the risks involved in not paying their mortgages.

27. At all times relevant to this Charge, Respondents' mortgage modification activities were conducted almost exclusively by non-attorneys, even though Respondents' advertisements and agreements misleadingly stated that mortgage modification clients would be receiving the services of an attorney.

28. At all times relevant to this Charge, Respondents routinely interfered with clients' relationships with their lenders by instructing clients to stop communicating with their lenders. Respondents provided clients with a document titled *How To Handle The Bank During The Loan Modification Process* that advised clients that if their bank threatened foreclosure, they should not interfere with THL's lender negotiations, and instead should forward all lender communications to THL. Yet, after clients signed Modification Agreements and paid Respondents' advance fees, Respondents regularly failed to answer or return clients' phone calls and failed to provide updates regarding the status of clients' loan modification applications.

29. At all times relevant to this Charge, Respondents collected thousands of dollars in advance fees from clients but failed to obtain mortgage modifications.

30. At all times relevant to this Charge, Respondents' Modification and Negotiation Agreements violated California state law by including language which allowed Respondents to place a lien on the client's property.

31. At all times relevant to this Charge, Respondents directed Hispanic homeowners to pay thousands of dollars in fees, instead of paying their mortgages, which interfered with the homeowners' rights to maintain their homes and to obtain mortgage modifications.

32. After convincing clients to stop paying their mortgages, collecting fees for loan modification services, and making promises that they would obtain loan modifications for clients, THL abruptly sent client disengagement letters during the first week of June 2012 and closed its office on June 15, 2012.

33. On July 12, 2013, the State Bar of California found that Respondent Liberty's practices at THL violated California Business and Professions Code section 6106.3 by (1) collecting an advance fee for loan modification services in violation of California Civil Code section 2944.7; and (2) taking a lien on real estate, personal property or other security to secure payment of this fee for mortgage loan modification work in violation of section 2944.7.

34. On August 25, 2015, the California Bureau of Real Estate revoked Respondent Liberty's real estate license effective October 26, 2015.

ii. The [Redacted Name] Complainants

35. In or around August 2011, [Redacted Name] heard Respondents' advertisement on Spanish-language radio claiming that THL helped hundreds of people successfully modify their mortgages. [Redacted Name] subsequently told Complainant [Redacted Name] about Respondents' services. Around

the same time, Complainant [Redacted Name] also saw a Spanish-language infomercial for THL featuring Respondent Gonzalez on Univision 14.

36. On August 19, 2011, Complainant [Redacted Name] visited THL's office in Redwood City. When Complainant [Redacted Name] called beforehand to make her appointment, she spoke with Respondent Tellez, who told her to bring her last month's pay stub, her most recent utility bill, and her bank statements from the past three months.

37. At the time Complainant [Redacted Name] sought THL's assistance to obtain a mortgage modification, her mortgage was not in default or subject to foreclosure.

38. At her August 19, 2011 appointment, Complainant [Redacted Name] told Respondents Tellez and Gonzalez that she did not want to default on her mortgage payments since she was still current on her mortgage, and that her primary concern was lowering the interest rate on her mortgage. Respondents Tellez and Gonzalez told Complainant [Redacted Name] that they would "definitely" be able to help her. They told her that it would take six to eight months for them to get her the loan modification, and Respondent Gonzalez told her that if she was ready to proceed right away, they would take \$300 off the price of their services.

39. During the August 19, 2011 meeting, Respondents Tellez and Gonzalez told Complainant [Redacted Name] that the only way she could get a modification was if she stopped making her mortgage payments.

40. During the same August 19, 2011 meeting, Respondents Tellez and Gonzalez provided Complainant [Redacted Name] with a Modification Agreement and other documents for her to complete and sign. The Modification Agreement stated that the Agreement did not cover "negotiations with lender once a complete [modification] package has been deemed to be received by lender." THL also gave Complainant [Redacted Name] the Modification Addendum and the document titled, *How To Handle The Bank During The Loan Modification Process*.

41. On or soon after August 23, 2011, Complainant [Redacted Name] called Respondent Tellez to object to initialing certain items in the Modification Addendum. Specifically, the Modification Addendum required Complainant [Redacted Name] to sign provisions stating that THL had not told her to stop making her mortgage payments and that she understood that THL did not guarantee approval of a loan modification. However, Respondents Tellez and Gonzales had in fact told Complainant [Redacted Name] during her appointment to stop paying her mortgage and guaranteed that they would be successful in obtaining a modification if she did so. During the August 23, 2011 call, Respondent Tellez told Complainant [Redacted Name] that the terms were just "legal jargon" that THL had to include in the document.

42. Complainant [Redacted Name] thus signed the documents because she felt like she did not have a choice. On August 29, 2011, Complainant [Redacted Name] returned the signed Modification Agreement

and Addendum to THL. Per the Modification Agreement, Complainant [Redacted Name] sent THL two payments of \$1,150 by separate checks dated September 6, 2011 and October 8, 2011. THL cashed each check within a day or two of the check dates, despite the fact that the Modification Agreement stated that the fee would be payable “[o]nly at the conclusion of services.”

43. On September 7, 2011, THL requested that Complainant [Redacted Name] provide additional documents for her loan modification package. Complainant [Redacted Name] sent these additional documents to THL on or around September 14, 2011.

44. In October 2011, at the advice of Respondents, Complainant [Redacted Name] stopped paying her mortgage.

45. On or around October 12, 2011, THL faxed Complainant [Redacted Name] loan modification application to her bank.

46. From approximately September 7, 2011 until December 2011, Complainant [Redacted Name] called THL numerous times, but was never able to reach anyone about the details of her case. On or around December 12, 2011, Complainant [Redacted Name] emailed THL to inform them that she was coming in to THL’s office to find out about her case.

47. On or around December 12, 2011, as Complainant [Redacted Name] was on her way to the THL office, a THL employee called Complainant [Redacted Name] and told her that her case had been assigned to another employee whose notes were lost and that THL would have to start her case over. After this call, a THL staff member emailed Complainant [Redacted Name] a request for documents. Complainant [Redacted Name] sent in the same paperwork she had already provided.

48. In or around January 2012, Complainant [Redacted Name] started to receive letters from her bank stating that her home was going to be sold in foreclosure and she became worried that she would lose her home. When Complainant [Redacted Name] called to discuss the letters with THL, Respondent Tellez told Complainant [Redacted Name] not to worry about it and that being in default was required to get a loan modification.

49. On or about January 12, 2012, Complainant [Redacted Name] called Everhome, her lender, and a representative told her that her October 2011 modification application had been denied. THL never made Complainant [Redacted Name] aware that her initial package had been denied.

50. On or around February 2, 2012, a THL employee spoke with an Everhome representative, who said that Complainant [Redacted Name] account was now five payments behind and in foreclosure. A THL employee called Complainant [Redacted Name] on or around February 2, 2012 and requested that Complainant [Redacted Name] send updated financial statements in order to re-submit her loan modification package.

51. In or around March 13, 2012, Complainant [Redacted Name] signed and submitted documents for a new loan modification package to THL. On March 22, 2012, THL faxed the updated loan modification package to Everhome. THL never communicated the lender's decision to Complainant [Redacted Name].

52. On or around June 8, 2012, a THL employee informed Complainant [Redacted Name] via voice message that THL would no longer represent her.

53. In or around August 2012, Complainant [Redacted Name] worked with a free legal services provider to negotiate a payment plan with Everhome to bring her mortgage up to date and to pay the late fees that had accumulated.

54. Complainant [Redacted Name] paid THL a \$50 monthly servicing fee in November and December of 2011 and in January, February and March of 2012.

55. Even though the financial documentation that Complainant [Redacted Name] provided showed that she did not meet the eligibility requirements for a loan modification, Respondents accepted her as a client, and charged her approximately \$2,550.00 over a 10-month period for loan modification services. During this time, Respondents submitted her application twice and did not receive a loan modification before THL disengaged with her. Instead of obtaining a loan modification, Complainant [Redacted Name] was diverted from obtaining legitimate assistance, and unnecessarily risked foreclosure.

iii. The [Redacted Name] Complainants

56. Complainant [Redacted Name] first learned of THL in or around June of 2011 when he heard Respondent Gonzalez on a radio advertisement on Spanish language radio 1010 AM. In the advertisement, Respondent Gonzalez claimed that THL had helped hundreds of people successfully modify their mortgages and could lower people's mortgage payments by \$800 to \$1,000 per month.

57. On June 16, 2011, Complainant [Redacted Name] visited THL's office in Redwood City. Complainant [Redacted Name] spoke Spanish throughout the appointment with Respondent Tellez. Respondent Tellez told Complainant [Redacted Name] that he would be represented by a lawyer named Louis Liberty, but at no time during Complainant [Redacted Name] dealings with THL did he meet or communicate with Respondent Liberty.

58. At the time Complainant [Redacted Name] sought THL's assistance to obtain a mortgage modification, his mortgage was not in default or subject to foreclosure.

59. During the June 16, 2011 appointment, Respondent Tellez told Complainant [Redacted Name] that THL could obtain a loan modification for him, but he would need to stop making mortgage payments. Respondent Tellez told Complainant [Redacted Name] not to tell anyone that THL instructed him

to stop making his mortgage payments, and that by stopping payments, THL would be pushing the bank to give him a modification. Respondent Tellez further told Complainant [Redacted Name] not to worry because the bank was not losing money and it was in the bank's interest to give him a modification.

60. During the June 16, 2011 appointment, Respondent Tellez also told Complainant [Redacted Name] that the loan modification process could take eight months to a year, but she guaranteed that THL's process would work because the bank needed his money. Respondent Tellez also told Complainant [Redacted Name] to stop communicating directly with his bank, and that if his bank contacted him, he should direct the bank to THL.

61. At his June 16, 2011 appointment, Complainant [Redacted Name] signed the Modification Agreement and Modification Addendum. Per the Modification Agreement, Complainant [Redacted Name] agreed to pay a fixed fee of \$2,500 for attorney's services.

62. On June 28, 2011, Complainant [Redacted Name] returned to THL and signed a loan modification package prepared by THL. Complainant [Redacted Name] then signed a disengagement letter, written in English, stating that the services covered by the Modification Agreement were complete. Complainant [Redacted Name] also signed the Negotiation Agreement in which THL agreed to submit Complainant [Redacted Name] loan modification package to his bank and negotiate the modification for an additional fee of \$500.

63. At his June 28, 2011 appointment, Complainant [Redacted Name] made a \$1,250 cash payment to THL, and provided a check for \$1,250 post-dated July 28, 2011.

64. In July 2011, at the advice of Respondents, Complainant [Redacted Name] stopped paying his mortgage.

65. On July 11, 2011, THL submitted a loan modification package to Complainant [Redacted Name] bank.

66. On December 16, 2011, THL received a letter from Complainant [Redacted Name] bank denying the loan modification request. THL did not inform Complainant [Redacted Name] of the denial.

67. On May 25, 2012, THL noted in THL's case log that Complainant [Redacted Name] was eleven months past due on his mortgage in the amount of \$16,000.

68. THL's case log indicated that THL mailed a disengagement notice to Complainant [Redacted Name] on June 14, 2012, but Complainant [Redacted Name] does not recall receiving the disengagement notice.

69. Complainant [Redacted Name] had almost no interaction with anyone at THL after the June 28, 2011 appointment. Complainant [Redacted Name] assumed that everything was going okay until he started receiving notices from his bank about foreclosure. Complainant [Redacted Name] called THL often and left messages, asking about the status of his case, but no one from THL returned his calls.

70. On August 13, 2012, Complainant [Redacted Name] went to THL's office, a four-hour drive from his residence, because he could not get a hold of anyone on the phone and had not received any communication from THL. Upon arriving, Complainant [Redacted Name] discovered that THL had shut down its office. During this visit, a receptionist for Respondent Liberty told Complainant [Redacted Name] that there was no one who could speak with him. The receptionist gave him his file after he signed a disengagement letter, written in English.

71. In total, Complainant [Redacted Name] paid THL \$2,700 for its inadequate loan modification services. THL submitted one loan modification package on Complainant [Redacted Name] behalf in July 2011, which was denied because he was not qualified for the modification. After the denial, THL continued to charge Complainant [Redacted Name] \$50 in administrative fees each month despite never resubmitting a loan modification package to Complainant [Redacted Name] bank.

72. In or around August 2012, Complainant [Redacted Name] contacted Make A Home Affordable to assist him in resolving his late payments. Complainant [Redacted Name] said that Make A Home Affordable did not charge him a fee to assist him and helped him negotiate a mortgage repayment plan with his bank.

73. Complainant [Redacted Name] bank allowed him to pay back the money he owed and continue to make his mortgage payments instead of proceeding with foreclosure, on the condition that he would not miss a single payment during a five-year-period. According to Complainant [Redacted Name], it took him approximately six months to pay the amount owed, and he did not miss a single mortgage payment from 2013 to 2018.

74. As a result of Respondents' discriminatory conduct, Complainants and their families suffered actual damages, including fees for illegal and unfair mortgage modification services and emotional distress.

D. Legal Allegations

75. As described above, Respondents discriminated against Complainants in the provision of services or facilities in connection with the sale of a dwelling in violation of subsection 804(b) of the Act. 42 U.S.C. § 3604(b); 24 C.F.R. §§ 100.50(b)(2), (3); 100.65(a); 100.70(b).

76. As described above, Respondents discriminated against Complainants in making available residential real estate-related transactions, and in the terms or conditions of such transactions, because of national origin, in violation of section 805 of the Act. 42 U.S.C. § 3605; 24 C.F.R. §§ 100.110(b); 100.120; 100.130.

77. As described above, Respondents interfered with Complainants' exercise or enjoyment of rights granted or protected by sections 804 and 805 of the Act in violation of section 818 of the Act. 42 U.S.C. § 3617; 24 C.F.R. §100.400(b) and (c)(2).

III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, pursuant to 42 U.S.C. § 3610(g)(2)(A) of the Act, hereby charges Respondents with engaging in discriminatory housing practices in violation of 42 U.S.C. §§ 3604(b), 3605, and 3617, and requests that an Order be issued that:

1. Declares that Respondents' discriminatory housing practices, as set forth above, violate the Act, 42 U.S.C. §§ 3601 *et seq.*;
2. Enjoins Respondents, their agents, employees, and successors, and all persons in active concert or participation with them from discriminating against any person because of national origin in any aspect of the sale or rental of a dwelling, including services in connection therewith, and/or in any residential real estate-related transaction;
3. Awards such damages as will fully compensate Complainants for any and all damages caused by Respondents' discriminatory conduct;
4. Assesses a civil penalty against each Respondent for each separate and distinct discriminatory housing practice that Respondent is found to have committed, pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671.
5. Awards any additional relief as may be appropriate, pursuant to 42 U.S.C. § 3612(g)(3).

Respectfully submitted on this 20th day of April, 2021.

/s/ Michael Propst

Michael Propst
Regional Counsel

/s/ Abigail Greenspan

Abigail Greenspan
Associate Regional Counsel

/s/ Kathleen Flynn

Kathleen Flynn
Trial Attorney