

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII CONCILIATION AGREEMENT

Between

Redacted Name

and

Frank Fortune

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

FHEO CASE NUMBER: 01-21-7064-8

A. PARTIES AND SUBJECT PROPERTY

Redacted Name is hereinafter referred to as “Complainant,” and Frank Fortune is hereinafter referred to as “Respondent.” Complainant and Respondent are hereafter referred to collectively as “the Parties.” The subject properties are located at 71 Kulig Street and 224 Gifford in the City of Springfield in Hampden County, Massachusetts.

B. STATEMENT OF FACTS

A complaint was filed on November 2, 2020, with HUD, alleging that Complainant was injured by discriminatory acts of Respondent in violation of Title VIII of the Civil Rights Act of 1968 (the Act). The Parties agree to settle the claims in the underlying action by entering into this Conciliation, which does not admit to a violation of any law, statute, or regulation.

C. TERM OF AGREEMENT

1. The Agreement shall govern the conduct of the parties to it for a period of three years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date on which it is approved by the Director of HUD’s Region I Office of Fair Housing and Equal Opportunity, or their designee.
3. The Parties expressly agree that this Agreement constitutes neither a binding contract nor a Conciliation Agreement pursuant to the Act, until such time as it is approved by HUD, through the Director of HUD’s Region I Office of Fair Housing and Equal Opportunity, or their designee.

E. GENERAL PROVISIONS

4. The Parties expressly agree that this Agreement does not constitute an admission of any violation of any law, statute or regulation; and that no finding of liability has been made.
5. 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 sign this Agreement.
6. Respondent agrees 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 is binding upon Respondent, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.

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 their designee, it is a public document.
9. This Agreement does not in any way limit or restrict HUD's authority to investigate 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 Director of HUD's Region I Office of Fair Housing and Equal Opportunity, or their designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
12. The Parties hereby forever waive, release, and covenant not to sue HUD, the Parties, or their respective successors, executors, assigns, agents, officers, board members, employees and attorneys (including in their individual capacities) with regard to any claims, damages and injuries, whether presently known or unknown, arising out of the subject matter of Case 01-21-7064-8 or which could have been filed in any action or suit arising from said subject matter.

F. SPECIFIC RELIEF

13. Respondent agrees to pay Complainant the amount of \$15,000. Payment is to be made in three installments, the first in the amount of \$6,000, due 90 days after the Agreement's effective date; the second installment in the amount of \$4,500, due by March 1, 2022; and the third installment in the amount of \$4,500 due by March 1, 2023.

G. RELIEF IN THE PUBLIC INTEREST

14. Within sixty (60) days of the effective date of this Agreement, Respondent shall attend the training, the Basics of the Fair Housing Act, provided virtually by HUD (<https://www.youtube.com/watch?v=egXPe7HT7tc>). Within thirty (30) days after attending the training, Respondent shall email to HUD an affidavit that he has completed the training.
15. Respondent agrees to include the following language in all future rental advertisements: "We comply with all federal and state fair housing laws, including the Massachusetts Lead Paint Law which prohibits discrimination against families with children and requires landlords to delead when there is a child under the age of six."
16. For Respondent's property located at 224 Gifford Street, Springfield, Massachusetts, Respondent agrees to test and delead the property as necessary, once it becomes unoccupied, and prior to a new tenant taking occupancy, but regardless of occupancy, before September 1, 2023. In the event Respondent sells the property prior to September 1, 2023, Respondent

will have the property inspected for lead and provide the results to the buyer, but is not responsible for deleading the property.

- a. Respondent has already tested the rental property located at 71 Kulig Street, Springfield, Massachusetts and has received a letter of lead inspection compliance.
17. For Respondent's properties located at [Redacted Name], Wilbraham, Massachusetts and [Redacted Name], Wilbraham, Massachusetts, Respondent intends to sell those properties to his children, without the intent to use them for the purpose of renting. If Respondent does so, Respondent is not responsible for testing, or deleading, the properties. In the event Respondent sells one of these properties to someone other than his children prior to September 1, 2023, Respondent agrees to have the property inspected for lead and will provide the results to the buyer. Should the Respondent retain ownership of either of these properties through September 1, 2023, Respondent will test, and delead the property as necessary, once it becomes unoccupied, and prior to a new tenant taking occupancy, but regardless of occupancy, before September 1, 2023.
 18. Respondent shall refrain from any act that would constitute a violation of the Fair Housing Act.
 19. Respondent shall not retaliate against Complainant or any person who participated in the investigation.
 20. For the term of this Agreement, Respondent will notify HUD of any complaint of housing discrimination against itself or any agent. Complaints to be reported include, but are not limited to, those filed with HUD, or any other federal, state, or local entity. Respondent will notify HUD within fifteen (15) days of becoming aware of the complaint, and within fifteen (15) days of its resolution; and will provide additional information upon request.

H. MONITORING

21. 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 inspect the properties identified in Section A of this Agreement, examine witnesses and copy pertinent records. Respondent agrees to cooperate fully with any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

22. All required certifications and documentation of compliance, including verification of payment must be submitted to:

conciliationmonitoringregion1fheo@hud.gov

J. CONSEQUENCES OF BREACH

23. Whenever HUD has reasonable cause to believe that 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

Complainant **Redacted Name**

Date

Respondent Frank Fortune

Date

L. APPROVAL ON BEHALF OF THE SECRETARY OF HUD

Jeffery M. Sussman
Acting Region I Director
Office of Fair Housing and Equal Opportunity

Date