

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

Secretary, United States :
 Department of Housing and Urban :
 Development, on behalf of [REDACTED] :
 Names Redacted :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :
 [REDACTED] :

OHA No. 21-JM-0202-FH-025

Charging Party, :

v. :

FHEO No. 03-20-3719-8

Scarlett Place Residential :
 Condominium, Inc., and :
 Brodie Management, Inc., :
 Respondents. :

INITIAL DECISION AND CONSENT ORDER

I. BACKGROUND

This matter arose from a complaint of disability discrimination filed by Complainant Names Redacted with the United States Department of Housing and Urban Development (“Department” or “HUD” or “Charging Party”), alleging that Respondents, Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc., violated sections 804(f)(2)(B), 804(f)(3)(A), and 804(f)(3)(B) of the Fair Housing Act (“the Act”) by refusing to make reasonable accommodation in rules, policies, practices, or services, and by refusing to permit

¹ This surname has been transliterated from the original Arabic as “Names Redacted” throughout the course of the Department’s investigation and charging of this matter. The parties to this Consent Order observe, however, that this surname also may be transliterated as Names Redacted and that this latter transliteration is what appears on Complainant’s passport issued by the United Arab Emirates. Similarly, aggrieved person Names Redacted surname is transliterated as Names Redacted on her UAE-issued passport.

reasonable modification of existing premises occupied by Complainant [Names Redacted] and his family, when such accommodation and/or modification was necessary to afford his son, [Names Redacted], an equal opportunity to enjoy a dwelling and full enjoyment of its premises. 42 U.S.C. §§ 3604(f)(2)(B), (f)(3)(A), (f)(3)(B).

The complaint was amended twice, first to identify [Names Redacted] (owner of the subject dwelling) as a complainant and to add an additional corporate respondent, Scarlett Place Residential Condominium Association, and then to remove that corporate respondent, to add Complainant [Names Redacted] wife, [Names Redacted], and their six children as aggrieved persons, and to clarify the allegations. In the Second Amended Complaint, Complainants [Names Redacted] and [Names Redacted] allege that Respondents violated the Act by imposing discriminatory terms, conditions, or privileges on the rental of a dwelling based on disability; failing to permit a reasonable accommodation; and failing to permit a reasonable modification.²

On July 20, 2021, the Charging Party issued a Charge of Discrimination (“Charge”) against Respondents alleging violations of 42 U.S.C. §§ 3604(f)(2) and (f)(3), which prohibit, among other things, discriminating against any person in the terms, conditions, or privileges of rental of a dwelling based on disability, refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling, and refusing to permit reasonable modifications of existing premises occupied by a person with a disability if such modifications may be necessary to afford such person full enjoyment of the premises.

The Charge alleged that Respondents refused to make a reasonable accommodation for Complainant [Names Redacted] and his family, who had requested a waiver of Respondent Scarlett Place’s occupancy bylaw, which limited occupancy of the subject dwelling to two persons per bedroom. Complainant [Names Redacted] and his family, operating in concert with Complainant [Names Redacted] the owner of the subject dwelling, sought an accommodation to allow the eight-person [Names Redacted] family to reside together in the dwelling, to facilitate aggrieved person [Names Redacted] bone marrow transplant treatment at nearby Johns Hopkins Hospital. In the alternative, Complainant [Names Redacted] and his family, operating in concert with Complainant [Names Redacted] requested permission to construct a demising wall to transform a single large bedroom into two separate bedrooms and thus to bring the family into compliance with the occupancy bylaw. The Charge alleged that Respondents’ denial of these two requests violated the Act. The Respondents have denied that they violated the Act as alleged in the Charge.

² The Second Amended Complaint also alleged discrimination on the basis of familial status. HUD’s Office of Fair Housing and Equal Opportunity for Region III has determined there is no reasonable cause to believe Respondents discriminated against Complainants or other aggrieved persons on the basis of familial status.

None of the parties involved in this matter elected to have their claims decided in a civil action. An administrative hearing originally was scheduled to commence on November 16, 2021, and, by order of the Court, subsequently was rescheduled to commence on January 11, 2022. However, to avoid uncertain and costly litigation, the parties have agreed to resolve the above-captioned case without the need for a hearing. The Charging Party, Complainants, other aggrieved persons, intervenors, and Respondents have consented to the entry of this Initial Decision and Consent Order (hereinafter “Consent Order”), as indicated by the signatures of the Charging Party, Complainants, other aggrieved persons, intervenors, Respondents, and counsel below. The entry of this Consent Order shall in no way be deemed as an admission of fault or liability by the Respondents.

II. GENERAL INJUNCTION

It is hereby ORDERED that Respondents Scarlett Place Residential Condominium, Inc. Board of Directors and Brodie Management, Inc., their employees and successors, and all other persons in active concert or participation with them in the operation or management of the condominium apartment building containing the subject dwelling—Scarlett Place Residential Condominiums, located at 250 South President Street, Baltimore, Maryland, 21202—are permanently enjoined from discrimination against any person on the basis of disability, in any aspect of rental of a dwelling, pursuant to 42 U.S.C. § 3604(f).

Respondents acknowledge that the Act makes it unlawful to:

- A. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of that person; or a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or any person associated with that person.
- B. Refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.
- C. Refuse to permit, at the expense of the person having a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

III. SPECIFIC RELIEF

In exchange for the Charging Party's agreement to dismiss this Charge and for the Complainants', other aggrieved persons', and intervenors' agreement to release all claims against Respondents:

Payment to **Names Redacted** Family

A. Respondents Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc. shall pay the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to Complainant **Names Redacted** via wire transfer payable to **Names Redacted** within ten (10) days of the effective date of this Consent Order. Counsel for Respondents shall contact counsel for the Charging Party to obtain banking information for **Names Redacted**, as necessary to effectuate the wire transfer.

B. Within five (5) days of the date of the sending of the wire transfer referenced in Section III.A of this agreement, Respondents Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc. shall provide written proof of the wire transfer to the Department via email as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

Payment to **Names Redacted**

C. Respondents Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc. shall pay the total sum of FIFTEEN THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND FIFTY CENTS (\$15,743.50) to Complainant **Names Redacted** in the form of a certified check made payable to **Names Redacted** within ten (10) days of the effective date of this Consent Order, to be sent by Federal Express or certified mail to the following address:

Names and Address Redacted

D. Within five (5) days of the date of the issuance of the certified check referenced in Section III.C of this agreement, Respondents Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc. shall send a copy of the check to the Department via email as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

Cancellation of Fine Against [Names Redacted], Release of Lien Against the Subject Dwelling, and Correction to Credit Reporting

E. Within ten (10) days of the effective date of this Consent Order, Respondents shall provide to Complainant [Names Redacted] a signed and dated certification stating that any and all fines imposed against [Names Redacted] in connection with the [Names Redacted] family's tenancy in the subject dwelling have been rescinded, waived, and/or cancelled, and will not be reimposed. The certification also shall include any related statements of accounts to demonstrate that these fines have been rescinded, waived, and/or cancelled.³ This certification and any accompanying records or documentation shall be sent by Federal Express or certified mail to the following address:

[Names and Address Redacted]

Copies of this certification and any accompanying records or documentation also shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

The parties to this Consent Order acknowledge that Respondents already have provided a certification of the release of the lien that had been imposed against the subject dwelling in connection with the fines imposed against Complainant [Names Redacted].⁴ The parties to this Consent

³ The parties to this Consent Order acknowledge that Respondent Brodie Management's Regional Property Manager previously sent an email to Complainant [Names Redacted] on August 9, 2021, stating: "The Scarlett Place Residential Board of Directors has waived the fines placed on your Unit-[Redacted]. At this time your account has a balance of \$0."

⁴ This certification was provided as an attachment to an email sent by Respondents' counsel to the Department's counsel on August 10, 2021.

Order further recognize that subsequent to Respondent Scarlett Place’s release of the lien, Complainant [Names Redacted] sold her interest in the subject dwelling.

F. Within ten (10) days of the effective date of this Consent Order, Respondents shall send letters to the three major credit reporting bureaus—Experian, Equifax, and TransUnion—stating that [Names Redacted] owes no outstanding amounts to Respondents stemming from the [Names Redacted] family’s tenancy in the subject dwelling, and that any such amounts that had been initially billed to [Names Redacted] were billed in error.

Within (30) days of the effective date of this Consent Order, copies of these letters shall be sent by Federal Express or certified mail to the following address:

[Names and Address Redacted]

Copies of these letters also shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

Fair Housing Training

J. Within one hundred twenty (120) days of the effective date of this Consent Order, all members of the Board of Directors of Respondent Scarlett Place Residential Condominium, Inc., as well as all employees or agents of Respondents Scarlett Place Residential Condominium, Inc. engaged in reviewing, approving, or implementing applicant, owner, resident, or tenant requests for reasonable accommodation or modification at Scarlett Place Residential Condominium, and Respondent Brodie Management, Inc.’s Regional Property Manager(s) with responsibility for the Scarlett Place Residential Condominium, shall participate in a fair housing training to be conducted by a vendor to be selected by Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc. The training will address federal, state, and local fair housing laws, regulations, and ordinances, and will specifically address the law governing the handling of requests for reasonable accommodations and reasonable modifications. A summary of the training materials shall be submitted to HUD for review and approval at least thirty (30) days prior to the proposed training. The materials shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III

U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

K. Once the training in Section III.J. is completed by all Board members of Scarlett Place Residential Condominium, Inc., as well as by all necessary employees and agents of Scarlett Place Residential Condominium, Inc. and Brodie Management, Inc., each Respondent shall provide a signed and dated certificate of completion to the Department, in the same form as that attached hereto as “Attachment A,” evidencing, by name and title, the Board members, employees, and agents (as relevant for each respective Respondent) that have successfully completed the fair housing training, within thirty (30) days of completion of such course. The certificates of completion shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

L. If during the period of this Consent Order any new member joins the Board of Respondent Scarlett Place Residential Condominium, Inc., or if either Respondent retains any new employee or agent engaged in reviewing, approving, or implementing applicant, owner, resident, or tenant requests for reasonable accommodation or modification at Scarlett Place Residential Condominium, such new member(s), employee(s), or agents(s) shall, within thirty (30) days of assuming their duties, view in its entirety HUD’s fair housing training video “The Basics of the Fair Housing Act” available at <https://www.youtube.com/watch?v=egXPe7HT7tc&t=2s>.

M. Within forty (40) days of the assumption of duties by any new Board member, or any new employee or agent, Respondents shall provide a signed and dated certificate of completion to the Department, in the same form as that attached hereto as “Attachment A,” evidencing, by name and title, the new Board member(s), employee(s), and/or agent(s) (as relevant for each respective Respondent) and certifying that the individual(s) have viewed the fair housing training video in its entirety, in accord with Section III.L. The certificates of completion shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

Reasonable Accommodation and Modification Policy

N. Within one hundred and twenty (120) days of the effective date of this Consent Order, Scarlett Place Residential Condominium shall develop a Reasonable Accommodation and Reasonable Modification Policy for the Scarlett Place Residential Condominium. Respondents shall submit the Reasonable Accommodation and Reasonable Modification Policy to the Department for review prior to implementation. The policy shall be submitted to the Department via email as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

O. Within ninety (90) days submitting the Reasonable Accommodation and Reasonable Modification Policy to the Department for review, Respondents shall send the Policy via first-class prepaid mail (or via any document distribution system internal to Scarlett Place Residential Condominium that is typically used to distribute important information) to all owners, residents, and tenants of Scarlett Place Residential Condominium. In connection with this 90-day deadline, if within thirty (30) days of Respondents' submission of the draft Reasonable Accommodation and Reasonable Modification Policy to the Department Respondents have heard nothing from the Department, the Policy will be deemed to have been reviewed. Respondents shall include the Reasonable Accommodation and Reasonable Modification Policy in any documentary packets typically provided to prospective buyers or renters of dwellings within Scarlett Place Residential Condominium.

P. During the effective term of this Consent Order, Respondents shall maintain complete records concerning any requests for reasonable accommodation or modification made by any owner, resident, or tenant at Scarlett Place Residential Condominium. These records shall be maintained in a secure and confidential manner, accessible only by individuals with a legitimate business need to access them and shall be made available to the Department for inspection upon request.

Fair Housing Posters

Q. Within thirty (30) days of the effective date of this Consent Order, Respondents shall prominently display in their administrative and/or management offices, mailrooms, laundry rooms, lobby bulletin boards, and other common areas fair housing posters that are easily viewable by applicants, owners, residents, tenants, employees, or other agents who enter these spaces. Posters that comport with 24 C.F.R. Part 110 will satisfy this requirement.

R. Once the posters in Section III.Q have been posted for display, each Respondent shall provide a signed and dated certificate of completion to the Department describing the posters displayed and their locations. The certificates of completion shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

Reporting to the Department

S. During the effective term of this Consent Order, Respondents shall provide a signed and dated report to the Department within five (5) days of any denial of request for reasonable accommodation or reasonable modification. Such report shall provide a detailed explanation regarding the nature of the request, the interactive process, the reason(s) for the denial, and contact information for the requester. Such report shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

T. During the effective term of this Consent Order, Respondents shall provide a signed and dated report to the Department within five (5) days of receiving notice that any complaint made under federal, state, or local fair housing law has been filed or submitted against either Respondent. Such report shall include a copy of the complaint, if it is available. Such report shall be emailed to the Department as follows:

Rachel Leith
FHEO Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

IV. MUTUAL RELEASE

In consideration for Respondents' payments to the **Names Redacted** family and to **Names Redacted**, compliance with the conditions and terms of this Consent Order and with all orders of this tribunal described herein, and for other good and valuable consideration, the Department and **Names Redacted**

Names Redacted President Street Group Realty,

their successors, assigns, agents, employees, and attorneys hereby forever waive, release, and covenant not to sue Respondents, their successors, heirs, executors, assigns, agents, employees, and attorneys, including any subsequent owner of the subject property 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 OHA No. 21-JM-0202-FH-025, or which could have been filed in any action or suit arising from said subject matter; however, any claims or causes of action that accrue after the execution of this Consent Order are not subject to the releases as set forth in this paragraph.

In consideration for the execution of this Consent Order, and other good and valuable consideration, Respondents, their successors, assigns, agents, employees, and attorneys, including any subsequent owner of the subject property, hereby forever waive, release, and covenant not to sue **Names Redacted**, President Street Group Realty, or the Department or their officers, successors, assigns, agents, 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 OHA No. 21-JM-0202-FH-025, or which could have been filed in any action or suit arising from said subject matter; however, any claims or causes of action that accrue after the execution of this Consent Order are not subject to the releases as set forth in this paragraph.

V. GENERAL PROVISIONS

A. The Charging Party, Complainants, other aggrieved persons, intervenors, Respondents, and counsel acknowledge that this Consent Order is a voluntary and full settlement of the Charge. No party has been coerced, intimidated, threatened, or in any way forced to become a party to the Consent Order. The parties to this Consent Order have read and fully understand the significance of all the terms set forth herein.

B. The Charging Party, Complainants, other aggrieved persons, intervenors, Respondents, and counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Consent Order by the parties to it may be accomplished by separate execution of consents (the original executed Consent and Signature Pages) to be attached to the body of this Consent Order to constitute one document.

C. The signatures of the parties to this Consent Order may be executed by way of facsimile transmission and shall be deemed to be an executed and admissible Consent Order for all purposes as may be necessary under the terms of this Consent Order.

D. The Charging Party, Complainants, other aggrieved persons, intervenors, Respondents, and counsel agree that if the situation arises where a party to this Consent Order needs an extension of time in order to satisfy a deadline provided herein, such extension must be obtained by mutual agreement of the parties and all signatories, or their successors, in writing.

E. This Consent Order shall govern the conduct of the parties to it for a period of two (2) years following the date this Consent Order becomes final pursuant to 42 U.S.C. § 3612(h).

F. This Consent Order is binding upon the Department, Complainants, other aggrieved persons, intervenors, and Respondents, as well as upon Respondents' employees, heirs, successors, assigns, and all others working for or associated with Respondents who are involved in the operation of any residential rental property owned, operated, or managed by Respondents, including all members of the Board of Directors of Respondent Scarlett Place Residential Condominium, Inc.

G. It is understood that this Consent Order shall be a public document.

H. Except as provided herein, the signatures of the parties to this Consent Order further constitute a waiver of any right to apply for additional attorney's fees or costs pursuant to 42 U.S.C. § 3612(p) and 24 C.F.R. § 180.705.

I. This Consent Order 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.

J. An Arabic-language translation of this agreement is attached as Appendix A. The Department provides this translation to the Names Redacted family as a convenience to assist in their understanding of their rights and obligations. The English-language version of this document is the official, legal, controlling document. In the event of any conflict of interpretation between this agreement and any translation, the original English version shall prevail.

VI. MONITORING BY HUD

Respondents agree and understand that pursuant to a situation which reasonably so warrants, the Department, on its own motion, may review compliance with this Consent Order. As a part of such review, the Department may require written reports concerning compliance, may inspect, with reasonable notice, any and all residential rental properties owned or operated by Respondents, may examine witnesses, and may examine and copy pertinent records of Respondents at any reasonable time between the effective date of the Consent Order and two (2)

years from said date. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Consent Order.

VII. DISMISSAL OF CHARGE

In consideration of Respondents' payments to the [Names Redacted] family and to [Names Redacted] and compliance with the terms and conditions of this Consent Order, and all orders contained herein, the Charging Party agrees to the dismissal, without a formal determination, of the allegations that Respondents injured the [Names Redacted] family and [Names Redacted] by violating the Act. Therefore, as of the effective date of this Consent Order, the Charge against Respondents is hereby DISMISSED with prejudice. However, nothing in this paragraph should be construed to prevent any of the parties from taking action to enforce this Consent Order.

VIII. COMPLIANCE

Respondents' failure to satisfy the material terms of this Consent Order would be a breach of the Consent Order, which may be enforced in the United States Court of Appeals pursuant to 42 U.S.C. §§ 3612(j) and (m). Moreover, if Respondents fail to make full, timely payments to the [Names Redacted] family and to [Names Redacted] or otherwise fail to comply with this Consent Order, the Administrative Law Judge will retain jurisdiction to hear a motion by the Charging Party to set aside this Consent Order and set a hearing on the merits of the Charge. As a sanction for the Respondents' breach of this Consent Order, should the Charging Party move to conduct such hearing, and should such motion be granted and a hearing occur, the Respondents shall be liable to the Charging Party for the Charging Party's reasonable attorney's fees and costs in making such motion and conducting such hearing.

IX. ADMINISTRATION

This Consent Order is entered into pursuant to the Fair Housing Act and its implementing regulations, 24 C.F.R. § 180.450, and shall become final upon the expiration of thirty (30) days or by confirmation of the Secretary within that time. See 42 U.S.C. § 3612(h). The signatures of the parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30) day Secretarial review period and a waiver of any right to challenge the validity of this Consent Order at any time.

X. EFFECTIVE DATE OF AGREEMENT

The effective date of this agreement is the date on which Chief Administrative Law Judge Mahoney signs this Initial Decision and Consent Order.

CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:

FOR THE CHARGING PARTY:



Sheryl L. Johnson

Regional Counsel

Region III

U.S. Department of Housing and Urban Development

The Strawbridge Building, 12th Floor

801 Market Street

Philadelphia, PA 19107

Sheryl.L.Johnson@hud.gov

DATE: 5/13/2022



Sean Kellem

Trial Attorney

Region III

U.S. Department of Housing and Urban Development

The Strawbridge Building, 12th Floor

801 Market Street

Philadelphia, PA 19107

Sean.C.Kellem@hud.gov

May 11, 2022

DATE:

CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:

Names Redacted

Names and Address Redacted

DATE: 05.11.2022

Names Redacted

DATE: 05/11/2022

Names Redacted

DATE: 05/11/2022

Names Redacted

DATE: 05/11/2022

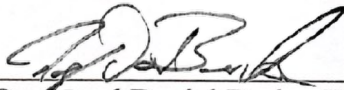
CONSENT AND SIGNATURE PAGES

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FOR COMPLAINANT **Names Redacted**

Names and Address Redacted

DATE: 5-5-2022



DATE: May 9, 2022

Raymond Daniel Burke, Esq.

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC

100 Light Street

Baltimore, Maryland 21202

P: 410.862.1192

F: 410.547.0699

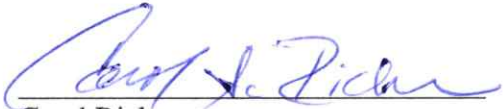
E: rburke@bakerdonelson.com

Counsel for **Names Redacted**

CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:

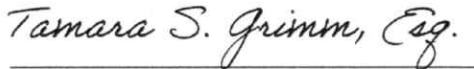
FOR RESPONDENT SCARLETT PLACE RESIDENTIAL CONDOMINIUM, INC.:



DATE: 28 April 2022

Carol Richman
250 S. President Street, [REDACTED]
Baltimore, MD 21202
[REDACTED]
[REDACTED]

President, Board of Directors, for Scarlett Place Residential Condominium, Inc.



DATE: 04/28/2022

Tamara S. Grimm, Esq.
O'HAGAN MEYER
Three Logan
1717 Arch Street, Suite 3910
Philadelphia, PA 19103
P: 215-461-3306
E: TGrimm@ohaganmeyer.com

Counsel for Scarlett Place Residential Condominium, Inc.


CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:


FOR RESPONDENT BRODIE MANAGEMENT, INC.:



Jonas Brodie
110 Old Padonia Road, Ste 202
Cockeysille, MD 21030
P: 410-825-6060


President, Brodie Management

DATE: 4/28/2022



Tamara S. Grimm, Esq.
O'HAGAN MEYER
Three Logan
1717 Arch Street, Suite 3910
Philadelphia, PA 19103
P: 215-461-3306
E: TGrimm@ohaganmeyer.com
Counsel for Brodie Management, Inc.

DATE: 04/28/2022

CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:

FOR INTERVENOR PRESIDENT STREET GROUP:

Nadya Workman

DATE: 5/7/22

Nadya Workman
Associate Broker
President Street Group of Execuhome Realty
250 President St., [REDACTED]
Baltimore, MD 21202

DATE: _____

Raymond Daniel Burke, Esq.
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
100 Light Street
Baltimore, Maryland 21202
P: 410.862.1192
F: 410.547.0699
E: rburke@bakerdonelson.com
Counsel for President Street Group

CONSENT AND SIGNATURE PAGES

The undersigned has read the foregoing Consent Order in HUD OHA 21-JM-0202-FH-025 and willingly consents to it with a full understanding of the rights it confers and the responsibilities it imposes on the undersigned, as signified by its signature and that of its counsel (if applicable), below:

FOR INTERVENOR PRESIDENT STREET GROUP:

Nadya Workman
Associate Broker
President Street Group of Execuhome Realty
250 President St., [REDACTED]
Baltimore, MD 21202

DATE: _____



Raymond Daniel Burke, Esq.
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
100 Light Street
Baltimore, Maryland 21202
P: 410.862.1192
F: 410.547.0699
E: rburke@bakerdonelson.com
Counsel for President Street Group

DATE: May 9, 2022

XI. ORDER OF THE COURT

The hearing in this matter had been scheduled to take place January 11, 2022. On November 1, 2021, the Court stayed the proceedings based on a request made by the Charging Party and Respondents via motion on October 29, 2021, informing the Court that a settlement in principle had been reached. The stay was granted to accommodate drafting a settlement agreement after successful negotiations.

On May 13, 2022, the parties filed a motion for entry of the foregoing Initial Decision and Consent Order incorporating the terms of their agreement. Having read the agreement and considered the record in its entirety, the undersigned Administrative Law Judge has independently determined, in accordance with 24 C.F.R. § 180.450, that the agreement does not offend the public interest. All parties to this agreement have given their consent as reflected by their signature on the agreement incorporated in the foregoing Initial Decision and Consent Order, which is hereby accepted and issued.

This Initial Decision and Consent Order carries no precedential weight, as the matter has been reviewed solely to determine that the parties' settlement does not offend the public interest. No opinion is expressed on legal or policy statements contained herein, nor the form and quantum of the agreed relief.

So ORDERED this 17th day of MAY, 2022.



J. Jeremiah Mahoney
CHIEF ADMINISTRATIVE LAW JUDGE

Attachment A

I, _____, hereby certify that the following individuals have participated in a training session on fair housing law given by _____ on _____, 20__, pursuant to Section III.J / Section III.L [choose one] in the Initial Decision and Consent Order for HUD OHA 21-JM-0202-FH-025.

[List individuals here by name and title]

Signature: _____

Date: _____