



U.S. Department Of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Midwest Region Office, Region V
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604

AUG 21 2015

Fair Housing Center of Central Indiana
615 North Alabama Street, Suite 426
Indianapolis, IN 46204

Dear Complainant:

Subject: Housing Discrimination Complaint
Fair Housing Center of Central Indiana v. TGM Associates, etal.
Inquiry No.: 387579
HUD Case No.: 051415298

The above-referenced housing discrimination complaint, which was filed with the U.S. Department of Housing and Urban Development (HUD), on 08/25/2014, has been resolved by the execution of a HUD Conciliation Agreement (Agreement), as provided under §810(b) of the Fair Housing Act of 1968, (Act) as amended [42 U.S.C. §3601 et seq.].

On 08/20/2015, the Conciliation Agreement was signed and approved on behalf of the Secretary, as required under §810(b)(2) of the Act and §103.310 of HUD's regulations implementing the Act. By executing this Agreement, the parties have agreed that all issues that were raised in the above-referenced complaint are resolved. By approving this Agreement, HUD has concluded that its provisions will adequately vindicate the public interest. Accordingly, HUD has terminated its investigation, and has administratively closed the complaint, effective as of 08/20/2015. A copy of the HUD-approved Agreement is enclosed for your records.

This closure is not a determination on the merits of the allegations contained in the complaint.

By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaint, and to further the public interest in fair housing.

Retaliation is a violation of the Fair Housing Act. Section 818 of the Act makes it unlawful to retaliate against any person because he or she has filed a housing discrimination complaint; is associated with a complainant; has counseled or otherwise assisted any person to file such a complaint; or has provided information to HUD during a complaint investigation. Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint. Any person who believes that he or she has been a victim of retaliation for any

of the reasons listed above may file a housing discrimination complaint with HUD within one (1) year of the date on which the most recent alleged retaliatory act(s) occurred or ended.

Enforcement by the Attorney General. Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. Section 814(b)(2) of the Act authorizes the Attorney General to file a civil action in an appropriate United States District Court for appropriate relief with respect to the breach of a HUD Conciliation Agreement.

If an aggrieved person believes that a respondent has breached a HUD Conciliation Agreement, he or she should promptly report the alleged breach to the HUD Office that investigated the complaint.

Public Disclosure. Section 103.330(b) of HUD's regulations implementing the Act provides that Conciliation Agreements shall be made public, unless the aggrieved person and the respondent request nondisclosure and HUD determines that disclosure is not required to further the purposes of the Act. Notwithstanding a determination that disclosure of an Agreement is not required, HUD may publish tabulated descriptions of the results of all conciliation efforts.

Thank you for your cooperation during the complaint investigation, and during the conciliation process. If you have any questions regarding the Agreement or the information provided in this letter, please contact: Yana Karnaukhov, Investigator, at (312) 353-7776 or (800)765-9372, for assistance.

Sincerely,



Maurice J. McGough, Director
Office of Fair Housing and Equal Opportunity
Region V

Enclosure

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Connecticut Fair Housing Center, Fair Housing Center of Central Indiana, and Miami Valley
Fair Housing Center
(Complainants)

and

TGM Associates L.P.; TGM Autumn Woods Inc.; TGM Avalon Lake Inc.; TGM Shadeland Inc.;
TGM Meadow View Inc.; and TGM Waterford LLC
(Respondents)

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

FHEO CASE NUMBERS: 05-14-1529-8; 05-14-1528-8; and 01-14-0565-8

A. PARTIES AND SUBJECT PROPERTY

Complainants

Miami Valley Fair Housing Center
505 Riverside Drive
Dayton, Ohio 45405

Fair Housing Center of Central Indiana
615 North Alabama Street
Suite 426
Indianapolis, Indiana 46204

Connecticut Fair Housing Center
221 Main Street
Hartford, Connecticut 06106

Representing Complainants:

Stephen M. Dane
Jia M. Cobb
Relman, Dane & Colfax, PLLC
1225 – 19th Street, NW, Suite 600
Washington, DC 20036

Greg Kirschner
Connecticut Fair Housing Center
221 Main Street
Hartford, Connecticut 06106

Respondents

TGM Associates L.P.
650 Fifth Avenue, 28th floor
New York, New York 10019

TGM Autumn Woods Inc.
c/o Corporation Service Company
251 E. Ohio Street, Ste. 500
Indianapolis, Indiana 46204

TGM Avalon Lake Inc.
c/o Corporation Service Company
251 E. Ohio Street, Ste. 500
Indianapolis, Indiana 46204

TGM Shadeland Inc.
c/o Corporation Service Company
251 E. Ohio Street, Ste. 500
Indianapolis, Indiana 46204

TGM Meadow View Inc.
c/o Corporation Service Company
50 W. Broad Street, Ste. 1800
Columbus, Ohio 43215

TGM Waterford LLC
c/o Corporation Service Company
50 Weston Street
Hartford, Connecticut 06120

Representing Respondents:

Jason Levin
STORCH AMINI & MUNVES PC
2 Grand Central Tower
140 East 45th Street, 25th Floor
New York, NY 10017

Subject Properties

9075 Autumn Woods Drive
Indianapolis, Indiana 46250

6724 Greenshire Drive
Indianapolis, Indiana 46220

7135 Thatcher Drive
Indianapolis, Indiana 46256

3300 West Dublin-Granville Road
Columbus, Ohio 43235

30 Catherine's Way
Manchester, Connecticut 06042

B. STATEMENT OF FACTS

The complaints were filed on September 30, 2014 with the Department of Housing and Urban Development (the "Department") alleging that Complainants were injured by a discriminatory policy of Respondents that discriminates on the basis of familial status. Complainants allege that Respondents violated Section 804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the "Act").

Respondents deny the allegations and admit no wrongdoing but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. Except as otherwise provided herein, this Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years from the effective date 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 ("HUD"), through the Fair Housing and Equal Opportunity ("FHEO") Regional Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development, or his designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed 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. Respondents acknowledge that 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. Respondents maintain that they have acted lawfully at all times. Respondents further acknowledge that any proven subsequent retaliation or discrimination against Complainants may constitute both a material breach of this Agreement and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Complainants, their heirs, successors and assigns, and Respondents, their employees, heirs, related successors and related assigns and all others in active concert with them in the ownership or operation of the subject properties, located at: 9075 Autumn Woods Drive, Indianapolis, Indiana 46250; 6724 Greenshire Drive, Indianapolis, Indiana 46220; 7135 Thatcher Drive, Indianapolis, Indiana 46256; and 3300 West Dublin-Granville Road, Columbus, Ohio 43235. It is understood and agreed that Respondents no longer have any involvement in the ownership or operation of the property located at 30 Catherine's Way, Manchester, Connecticut 06042.

7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.
8. This Agreement does not in any way impact any authority the Department may have to investigate any other complaint involving Respondents 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 Regional Director.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, or their respective heirs, executors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature (including but not limited to attorneys' fees) whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 05-14-1529-8; 05-14-1528; and 01-14-0656-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants and their successors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature (including but not limited to attorneys' fees) whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 05-14-1529-8; 05-14-1528; and 01-14-0656-8, or which could have been filed in any action or suit arising from said subject matter.
13. Any press release or statement to or through the press (whether written or verbal) made by Complainants related to this Agreement, the underlying investigation, or the subject matter of HUD Case Numbers 05-14-1529-8; 05-14-1528; and 01-14-0656-8, must include language indicating that: (a) the Department did not make a determination as to the validity of the allegations; and (b) Respondents denied the allegations and admitted no wrongdoing but agreed to settle the claims in the underlying action by entering into this Conciliation Agreement.

F. RELIEF FOR COMPLAINANT

14. Respondents will tender to Complainants a payment of \$195,000 (one hundred and ninety five thousand dollars). Respondents shall make said payment within ten (10) days from the effective day of this Agreement in the form of a check payable to Relman, Dane and Colfax PLLC IOLTA account. Respondents shall mail the check to Relman, Dane and Colfax PLLC, 1225 – 19th Street, NW, Suite 600, Washington, DC 20036.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents agree that in the future they will not adopt any occupancy restriction or policy that unreasonably limits the number of persons with familial status from occupying a dwelling under Respondents' control or management, and will always consider the size of the rooms and the size of the overall apartment when setting occupancy standards for that apartment. In no event will Respondents be obligated to adopt a standard that allows more persons per apartment than the local occupancy code, or a State Building Code, permits. For purposes of this Agreement, unless a federal, state or local code provides otherwise, children shall not count as occupants until they reach two years or 24 months of age. In the event a child reaches the age of two years or 24 months during a lease term, such child shall not be considered an occupant until expiration of then-current lease term.
16. Within thirty (30) days from the effective date of this Agreement, Respondents will effectuate a revised occupancy policy for the subject properties. The new policy is attached to this Agreement as Exhibit A. The Department agrees that on its face the policy reflected in Exhibit A is consistent with the requirements of paragraph 15 of this Agreement, but the application of said policy is always subject to review and analysis in any given circumstance. Paragraphs 15 and 16 of this Agreement are applicable to all new leases and, with respect to existing leases, upon renewal or expiration of the lease term.
17. Within one hundred and twenty days (120) from the effective date of this Agreement, Respondents' community directors and leasing managers at the subject properties will attend a three hour Fair Housing Act compliance course concerning their obligations under federal, state, and local fair housing laws, including the familial status provisions of the Fair Housing Act, taught by the National Fair Housing Alliance. Upon completion of the training, Respondents shall provide certification of attendance for participating staff to the Department via email to: yana.karnaukhov@hud.gov.
18. Within one hundred and twenty days (120) days from the effective date of this Agreement, Respondents will permanently add the Equal Housing Opportunity logo to any and all websites and business cards used by Respondents and in any new office display advertisements placed or caused to be placed by Respondents. Additionally, the slogan "Equal Housing Opportunity" will be permanently added to any and all online advertisements or new print (non-display) classified advertisements placed or caused to be placed by Respondents.

H. MONITORING

19. The Department 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 Respondents' properties identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents, as permitted

EXHIBIT A TO CONCILIATION AGREEMENT

Subject to the terms of the Conciliation Agreement to which this Exhibit A is attached, Respondents shall adopt the following occupancy policy:

Unless any federal, state or local law requires fewer occupants: (i) for all units 850 square feet and less, Respondents shall permit up to two occupants; (ii) for all units between 851 and 1150 square feet, Respondents shall permit up to four occupants; and (iii) for all units larger than 1151 square feet, Respondents shall permit up to six occupants.

H. MONITORING

19. The Department 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 Respondents' properties identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents, as permitted by law. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

20. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Maurice McGough, Director
Region V, Office of Fair Housing and Equal Opportunity
77 W. Jackson Blvd. Rm 2101
Chicago, IL 60604


J. CONSEQUENCES OF BREACH

21. If ever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the Department shall provide written notice of such potential breach and provide a thirty (30) day cure period to Respondents. If Respondents fail to cure any breach within thirty (30) days of receipt of written notice from the Department, then 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 §§ 810(c) and 814(b)(2) of the Act.

Case Names: Connecticut Fair Housing Center v. TGM Waterford LLC; Miami Valley Fair Housing Center v. TGM Associates L.P., et al.; and Fair Housing Center of Central Indiana v. TGM Associates L.P.

Case Numbers: 01-14-0565-8; 05-14-1528-8; and 05-14-1529-8

K. SIGNATURE PAGE


[COMPLAINANT Miami Valley Fair Housing Center]

08/14/2015
Date

[COMPLAINANT Fair Housing Center of Central Indiana]

Date

H. MONITORING

19. The Department 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 Respondents' properties identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents, as permitted by law. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

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U.S. Department of Housing & Urban Development
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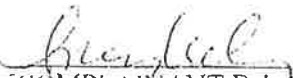
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K. SIGNATURE PAGE

[COMPLAINANT Miami Valley Fair Housing Center]

Date



[COMPLAINANT Fair Housing Center of Central Indiana]

8/17/2015

Date

Eric Kemple

[COMPLAINANT Connecticut Fair Housing Center]

8/19/2015

Date

[RESPONDENT TGM Associates L.P.]

Date

[RESPONDENT TGM Autumn Woods Inc.]

Date

[RESPONDENT TGM Avalon Lake Inc.]

Date

[RESPONDENT TGM Shadeland Inc.]

Date

[RESPONDENT TGM Meadow View Inc.]

Date

[RESPONDENT TGM Waterford LLC]

Date

L. APPROVAL

[Signature]

[FHEO REGIONAL DIRECTOR REGION V]

8/20/15

Date

[FHEO REGIONAL DIRECTOR REGION I]

Date

[COMPLAINANT Connecticut Fair Housing Center]

Date

John R. Janney
[RESPONDENT TGM Associates L.P.]

8/14/15

Date

John R. Janney
[RESPONDENT TGM Autumn Woods Inc.]

8/14/15

Date

John R. Janney
[RESPONDENT TGM Avalon Lakes Inc.]

8/14/15

Date

John R. Janney
[RESPONDENT TGM Shadeland Inc.]

8/14/15

Date

John R. Janney
[RESPONDENT TGM Meadow View Inc.]

8/14/15

Date

John R. Janney
[RESPONDENT TGM Waterford LLC]

8/14/15

Date

L. APPROVAL

Michael Ryznyk
[FHEO REGIONAL DIRECTOR REGION V]

8/20/15

Date

[FHEO REGIONAL DIRECTOR REGION I]

Date

[COMPLAINANT Connecticut Fair Housing Center]

John L. Jochberg
[RESPONDENT TGM Associates L.P.]

8/14/15
Date

John L. Jochberg
[RESPONDENT TGM Autumn Woods Inc.]

8/14/15
Date

John L. Jochberg
[RESPONDENT TGM Avalon Lake Inc.]

8/14/15
Date

John L. Jochberg
[RESPONDENT TGM Shadeland Inc.]

8/14/15
Date

John L. Jochberg
[RESPONDENT TGM Meadow View Inc.]

8/14/15
Date

John L. Jochberg
[RESPONDENT TGM Waterford LLC]

8/14/15
Date

L. APPROVAL

Maria Cruz
[FHEO REGIONAL DIRECTOR REGION V]

8/20/15
Date

John W. [Signature]
[FHEO REGIONAL DIRECTOR REGION I]

8/20/15
Date

Evin Kemple

[COMPLAINANT Connecticut Fair Housing Center]

8/19/2015

Date

[RESPONDENT TGM Associates L.P.]

Date

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Date

[RESPONDENT TGM Avalon Lake Inc.]

Date

[RESPONDENT TGM Shadeland Inc.]

Date

[RESPONDENT TGM Meadow View Inc.]

Date

[RESPONDENT TGM Waterford LLC]

Date

L. APPROVAL

[Signature]

[FHEO REGIONAL DIRECTOR REGION V]

8/20/15
Date

[Signature]

[FHEO REGIONAL DIRECTOR REGION I]

8/20/15
Date