



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

May 28, 2019

Fair Housing Center of Central Indiana (FHCCI)
445 N. Pennsylvania Street, Apt. Suite 811
Indianapolis, IN 46204

Dear Complainant:

Subject: Housing Discrimination Complaint
FHCCI v. Marquette Management, Inc.
Inquiry No. 549370
HUD Case No. 05-18-1085-8

The above-referenced housing discrimination complaint, which was filed with the U.S. Department of Housing and Urban Development (HUD), on March 30, 2018, 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 **May 23, 2019**, 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 **May 23, 2019**. 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 HUD 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 Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint.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.

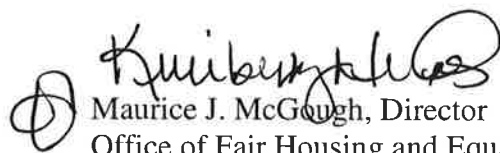
Enforcement by the Attorney General. Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. 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.

If you have any questions regarding this closure, please contact John Meade, Enforcement Branch Chief, at (312) 913-8444, for assistance.

Sincerely,



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

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Hope Fair Housing Center, Jennifer Arzillo, and the Fair Housing Center of Central Indiana
(Complainants)

and

Marquette Maple Knoll, LLC., G & I VII Main Street LLC., Marquette Management, Inc., LSG
Preserve LLC, G & I VII Farmington Lakes LLC, Marquette EJP Algonquin LLC, CMIF
Preserve, LLC, and Marquette Brookdale
(Respondents)

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

FHEO CASE NUMBERS: 05-18-1090-8; 05-18-0858-8; 05-18-1085-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

HOPE Fair Housing Center
202 W. Willow Avenue, Suite 203
Wheaton, IL 60187

Jennifer Arzillo
190 S. Waters Edge Drive, Unit 202
Glendale Heights, IL 60139

Fair Housing Center of Central Indiana (FHCCI)
445 N. Pennsylvania Street, Suite 811
Indianapolis, IN 46204

Representing Complainants:

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

Respondents

Marquette Maple Knoll LLC
c/o Corporation Service Company, Registered Agent
135 North Pennsylvania Street, Suite 1610
Indianapolis, IN 46204

G & I VII Main Street LLC
c/o Illinois Corporation Service C, Registered Agent
801 Adlai Stevenson Drive
Springfield, IL 62703

Marquette Management, Inc.
c/o CT Corporation System, Registered Agent
150 West Market Street, Suite 800
Indianapolis, IN 46204

LSG Preserve LLC
c/o Illinois Corporation Service C, Registered Agent
801 Adlai Stevenson Drive
Springfield, IL 62703

G & I VII Farmington Lakes LLC

Farmington Lakes Apartment Homes
c/o Illinois Corporation Service C, Registered Agent
801 Adlai Stevenson Drive
Springfield, IL 62703

Marquette EJP Algonquin, LLC
Algonquin Square Apartments Homes
c/o Nicolás M. Ryan, Registered Agent
135 Water Street, 4th Floor
Naperville, IL 60540

Marquette Brookdale
Brookdale on the Park Apartments
c/o Nicholas M. Ryan, Registered Agent
135 North Water Street, 4th Floor
Naperville, IL 60540

CMIF Preserve, LLC
c/o Cogency Global, Inc.
600 South Second Street, Suite 404
Springfield, IL 62704

Representing Respondents:

Brian H. Myers
Gordon Rees Scully Mansukhani
One North Franklin, Suite 800
Chicago, IL 60606

Subject Properties

Carol Stream Crossings
535 Thornhill Drive
Carol Stream, IL 60188

Brookdale on the Park
1652 Brookdale Road
Naperville, IL 60563

Green Trails Apartment Homes
2800 Windsor Drive
Lisle, IL 60532

Algonquin Square Apartment Homes
2400 Millbrook Drive
Algonquin, IL 60102

Farmington Lakes Apartment Homes
2000 Farmington Lakes Drive
Oswego, IL 60543

Main Street Village
5504 Town Center Drive
Granger, IN 46530

B. STATEMENT OF FACTS

HUD complaints 05-18-0858-8, 05-18-1090-8, and 05-18-1085-8 were filed on February 7, 2018, March 5, 2018, and March 30, 2018, respectfully, with the Department of Housing and Urban Development (the “Department” of “HUD”) alleging that Complainants were injured by a discriminatory act of Respondents. Complainants allege that Respondents violated Sections 804(a), 804(b) and 804(c) 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 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 further acknowledge that any subsequent retaliation or discrimination constitutes 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, successors and assigns and all others in active concert with it with respect to the ownership or operation of the Subject Properties identified in Section A above.
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 limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the 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, insurers, 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 Case Numbers 05-18-1090-8; 05-18-0858-8; and 05-18-1085-8, 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 whether presently known or unknown, arising out of the subject matter HUD Case Numbers 05-18-1090-8; 05-18-0858-8; and 05-18-1085-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANTS

13. Respondents will tender \$60,000 (sixty thousand dollars) within thirty (30) days from the effective date of this Agreement in the form of a check payable to Relman, Dane and Colfax IOLTA, delivered to the attention of Jia Cobb, at 1225 19th Street, NW, Suite 600, Washington, DC 20036.

G. RELIEF FOR IN THE PUBLIC INTEREST

14. Respondents agree to adhere to all federal, state, and local fair housing laws.
15. Respondents agree to adopt an occupancy policy that is no more restrictive than the applicable local occupancy code. Within thirty (30) days from the effective date of this Conciliation Agreement, Respondents will effectuate a revised occupancy policy for any property that Respondents own and/or manage that reflects the requirements imposed by this Paragraph.
16. Respondents will continue to feature the Equal Housing Opportunity logo on their websites and printed materials.
17. Respondents will provide the Complainants and HUD a yearly census for each property by unit size and household size for the duration of the Conciliation Agreement.
18. Respondents agree to send all of their employees/agents who have responsibilities related to and/or decision-making authority with regard to renting or leasing units at Respondents' properties to a half day, in person fair housing training, provided by the Technical Training Consultants. Upon completion of the training, Respondents shall provide certification of attendance for participating staff to the Department via email to: yana.karnaukhov@hud.gov. Any costs of this training are to be paid by the Respondents.

H. MONITORING

1. 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' records, examine witnesses, and copy pertinent records of Respondents concerning its occupancy policies. Respondents agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

2. 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

3. If ever the Department has reasonable cause to believe that Respondents have breached this Agreement, 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: HOPE Fair Housing Center v. Marquette Management, Inc., et al; Arzillo, Jennifer v. Marquette Management, Inc.; and FHCCI v. Marquette Management, Inc.

Case Numbers: 05-18-1090-8; 05-18-0858-8; 05-18-1085-8

K. SIGNATURE PAGE


[COMPLAINANT HOPE FAIR HOUSING CENTER] Date 5/7/19

[COMPLAINANT JENNIFER ARZILLO] Date _____

[COMPLAINANT FHCCI] Date _____

[RESPONDENT MARQUETTE MAPLE KNOLL LLC] Date _____

[RESPONDENT G & I VII MAIN STREET LLC] Date _____

[RESPONDENT MARQUETTE MANAGEMENT, INC.] Date _____

[RESPONDENT LSG PRESERVE LLC] Date _____

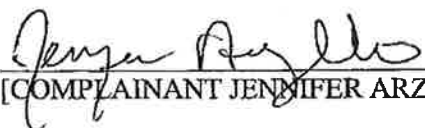
[RESPONDENT G & I VII FARMINGTON LAKES LLC] Date _____

[RESPONDENT MARQUETTE EJP ALGONQUIN, LLC] Date _____

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_____ [COMPLAINANT HOPE FAIR HOUSING CENTER]	_____ Date
 _____ [COMPLAINANT JENNIFER ARZILLO]	<u>5/12/2019</u> _____ Date
_____ [COMPLAINANT FHCCI]	_____ Date
_____ [RESPONDENT MARQUETTE MAPLE KNOLL LLC]	_____ Date
_____ [RESPONDENT G & I VII MAIN STREET LLC]	_____ Date
_____ [RESPONDENT MARQUETTE MANAGEMENT, INC.]	_____ Date
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[COMPLAINANT FHCCI] Date 5/7/19

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[COMPLAINANT JENNIFER ARZILLO] Date _____

[COMPLAINANT FHCCI] Date _____



[RESPONDENT MARQUETTE MAPLE KNOLL LLC] Date 5/16/19

[RESPONDENT G & I VII MAIN STREET LLC] Date _____



[RESPONDENT MARQUETTE MANAGEMENT, INC.] Date 05-17-2019

[RESPONDENT LSG PRESERVE LLC] Date _____

[RESPONDENT G & I VII FARMINGTON LAKES LLC] Date _____



[RESPONDENT MARQUETTE EJP ALGONQUIN, LLC] Date 5/16/19

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[RESPONDENT G & I VII MAIN STREET LLC] Date

[RESPONDENT MARQUETTE MANAGEMENT, INC.] Date



[RESPONDENT LSG PRESERVE LLC] Date 5/15/19

[RESPONDENT G & I VII FARMINGTON LAKES LLC] Date

[RESPONDENT MARQUETTE EJP ALGONQUIN, LLC] Date

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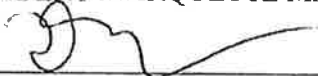
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[COMPLAINANT FHCCI] Date _____

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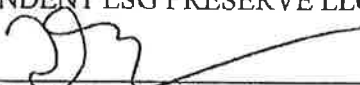


5/15/19

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[RESPONDENT MARQUETTE MANAGEMENT, INC.] Date _____

[RESPONDENT LSG PRESERVE LLC] Date _____



5/15/19

[RESPONDENT G & I VII FARMINGTON LAKES LLC] Date _____

[RESPONDENT MARQUETTE EJP ALGONQUIN, LLC] Date _____

[RESPONDENT MARQUETTE BROOKDALE]

Date

By:

5/21/19

[RESPONDENT CMIF PRESERVE LLC]

Date

Name:

Title:

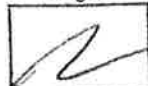

Jonathan M. Kaplan
Authorized Signatory

K. APPROVAL

[FHEO REGIONAL DIRECTOR]

Date

5/23/19

Legal	Acq/AM
	

EPS

Neil M. Ry

[RESPONDENT MARQUETTE BROOKDALE]

5/16/19
Date

[RESPONDENT CMIF PRESERVE, LLC]

Date

K. APPROVAL

[Signature]
[FHEO REGIONAL DIRECTOR]

May 23, 2019
Date