



Office of Fair Housing and Equal Opportunity  
Midwest Region Office, Region V  
77 West Jackson Boulevard, Room 2101  
Chicago, Illinois 60604

Fair Housing Center of Southeast & Mid-Michigan, *et al.*  
c/o Attorney Jia M. Cobb  
Relman, Dane & Colfax, PLLC  
1225 19<sup>th</sup> Street NW, Suite 600  
Washington, DC 20036

June 24, 2019

Dear Ms. Cobb:

Subject: Fair Housing Center of Southeast & Mid-Michigan *et al.* v. Management Resources Development, Inc. *et al.*  
HUD Case Nos. 05-18-1923-8 and 05-18-1924-8

The above-referenced housing discrimination complaints, which were filed with the U.S. Department of Housing and Urban Development (HUD), on June 25, 2018, have 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 **June 24, 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 complaints, effective as of **June 24, 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 complaints. By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaints, 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 Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint.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, you may contact John Meade, of my staff, at 312-913-8444.

Sincerely,

A handwritten signature in black ink, appearing to read "M. McGough", written in a cursive style.

Maurice McGough, Director  
FHEO Region V

Enclosure

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VIII**

**CONCILIATION AGREEMENT**

**between**

Fair Housing Center of Central Indiana  
Amy Nelson, Executive Director,  
445 North Pennsylvania Street, Suite 811  
Indianapolis, IN 46204  
Complainant

Fair Housing Center of Southeast & Mid-Michigan  
Pamela A. Kisch, Executive Director  
Post Office Box 7825  
Ann Arbor, MI 48107  
Complainant

Complainants' Representative

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

**And**

Management Resources Development, Inc.  
C/o Kenneth Fowler, Registered Agent, Suite 100  
321 Woodland Pass  
East Lansing, MI 48823  
Respondent

Auburn Place Apartments LLC and Auburn Place Apartments II, LLC  
C/o C T CORPORATION SYSTEM  
150 West Market Street, Suite 800  
Indianapolis, IN 46204  
Subject Property  
Respondent

Shelbyville Place Apartments LLC  
C/o C T CORPORATION SYSTEM  
150 West Market Street, Suite 800  
Indianapolis, IN 46204  
Subject Property

Respondent

Angola Place Apartments LLC  
C/o C T CORPORATION SYSTEM  
150 West Market Street, Suite 800  
Indianapolis, IN 46204  
Subject Property  
Respondent

Cicero Place Apartments LLC  
C/o C T CORPORATION SYSTEM  
150 West Market Street, Suite 800  
Indianapolis, IN 46204  
Subject Property  
Respondent

Evansville Place Apartments LLC  
C/o C T CORPORATION SYSTEM  
150 West Market Street, Suite 800  
Indianapolis, IN 46204  
Subject Property  
Respondent

Yorkshire and West End Apartments LP  
C/o Thomas W. Breakey, Registered Agent, Suite 100  
321 Woodland Pass  
East Lansing, MI 48823  
Subject Property  
Respondent

Respondents' Representative  
Melissa Hagen  
McClelland & Anderson, LLP  
1142 South Washington Avenue  
Lansing, MI 48910

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

**FHEO CASE NUMBER: 05-18-1924-8**  
**FHEO CASE NUMBER: 05-18-1923-8**

## **A. PARTIES AND SUBJECT PROPERTY**

- Complainants are Fair Housing Center of Central Indiana and Fair Housing Center of Southeast & Mid-Michigan.
- Respondents are Management Resources Development, Inc., Auburn Place Apartments LLC and Auburn Place Apartments II, LLC, Shelbyville Place Apartments LLC, Angola Place Apartments LLC, Cicero Place Apartments LLC, Evansville Place Apartments LLC, and Yorkshire and West End Apartments LP.
- The subject properties are identified in pages one (1) and two (2) of this agreement.
- Respondents are not federal funds recipients.

## **B. STATEMENT OF FACTS**

Complaints were filed on February 28, 2018, and May 17, 2017, with the U.S. Department of Housing and Urban Development (“HUD”) (HUD No. 05-18-1924-8 and 05-18-1923-8) alleging Complainants’ testers were denied housing by Respondents based upon their familial status.

Respondents deny the occurrence of any discriminatory acts against Complainants’ testers.

No finding has been made by HUD regarding Complainants’ allegations or Respondents’ denial. Nevertheless, Complainants and Respondents have agreed to settle the claims in the underlying action by entering into this Conciliation Agreement.

## **C. TERM OF AGREEMENT**

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties for a period of one (1) year from the effective date of the Agreement being fully executed.

## **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, through the FHEO Regional Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (hereinafter, “FHEO”), 77 W. Jackson, Room 2101, Chicago, IL 60604, of HUD.

## **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 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 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 Respondents, their managers, employees, heirs, successors and assigns, and all others in active concert with Respondents in the ownership or operation of the subject property.
7. It is understood that, pursuant to §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 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 forever waive, release, and covenant not to sue the Department or Respondents, their employees, heirs, executors, assigns, agents, and/or 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 05-18-1924-8 and 05-18-1923-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents forever waive, release, and covenant not to sue the Department or Complainants 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 05-18-1924-8 and 05-18-1923-8, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

13. Respondents agree to adhere to all applicable laws pertaining to fair housing. Respondents agree that they will not adopt any occupancy restriction or policy that on its face or in effect unreasonably limits the availability of housing to families with children at Respondents' properties. For the purposes of the conciliation agreement, an unreasonable limitation would be one that is more restrictive than the local occupancy code in the jurisdictions in which Respondents' properties are located.
14. Respondents will send all of their employees/agents with interaction and/or decision-making authority with regard to renting or leasing units at their residential properties to one 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, once per year for the next three years, to be approved by HUD. (Respondents are to bear the costs of the training).
15. Within 15 days of the effective date of this agreement, Respondents will pay a total of \$45,000.00 to Complainants by check made payable to Relman, Dane, and Colfax IOLTA, delivered to the attention of Jia Cobb, 1225 19<sup>th</sup> Street, NW, Suite 600, Washington, DC. This amount will resolve all of Complainants' claims for attorneys' fees, costs, and damages with respect to the pending complaints (including both diversion of resources and frustration of mission damages and fees and costs).

#### **G. RELIEF IN THE PUBLIC INTEREST**

16. See provisions F13 and F14 of this agreement.

#### **H. MONITORING**

17. 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, with prior notice, HUD may inspect Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

#### **I. REPORTING AND RECORDKEEPING**

18. Within ninety (90) days of the effective date of this Agreement, Respondents shall forward to the Department documentation supporting completion of provision F13.

**J. CONSEQUENCES OF BREACH**

19. Whenever the Department has reasonable cause to believe that the Respondents have 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**

Paula A. Lin  
Complainant  
Fair Housing Center of Southeast & Mid Michigan

6/13/19  
Date

Greg Leach  
Complainant  
Fair Housing Center of Central Indiana

6/12/2019  
Date

\_\_\_\_\_  
Respondents

\_\_\_\_\_  
Date

**L. APPROVAL**

On Behalf of the United States Department of Housing and Urban Development:

Maurice J. McGough  
Maurice J. McGough, FHEO  
Region V Director

6/24/2019  
Date



**J. CONSEQUENCES OF BREACH**

19. Whenever the Department has reasonable cause to believe that the 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

\_\_\_\_\_

Date

\_\_\_\_\_

Complainant

\_\_\_\_\_

Date

  
\_\_\_\_\_

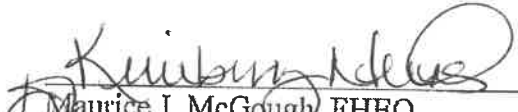
Respondent

6/10/19  
\_\_\_\_\_

Date

**L. APPROVAL**

On Behalf of the United States Department of Housing and Urban Development:

  
\_\_\_\_\_

Maurice J. McGough, FHEO  
Region V Director

6/24/2019  
\_\_\_\_\_

Date