

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

**TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
AS AMENDED BY THE FAIR HOUSING ACT OF 1988**

CONCILIATION AGREEMENT

Between

Alex Radin and Jesse J. Calfas (Complainants)

And

Oak Run Properties, Inc., Bingham Realty, and
Amanda L. Gray, Property Manager (Respondents)

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

FHEO CASE NUMBER: 04-19-6307-8

AR JC CPs

Radin v. Oak Run Properties, Inc. et al.

_____ RSPs

A. PARTIES AND SUBJECT PROPERTY

Complainants

Alex Radin
37752 Oak Run Circle
Zephyrhills, FL 33541

Jesse J Calfas
37752 Oak Run Circle
Zephyrhills, FL 33541

Respondents

Oak Run Properties, Inc.
c/o Matt Maggard, Esq.
Maggard Law Firm
P.O Box 2276
Dade City, FL 33526

Bingham Realty, Inc.
c/o Matt Maggard, Esq.
Maggard Law Firm
P.O Box 2276
Dade City, FL 33526

Amanda L. Gray
Oak Run Properties, Inc.
c/o Property Manager
38070 Daughtery Rd.
Zephyrhills, FL 33540-1375

Subject Property

38070 Daughtery Rd.
Zephyrhills, FL 33540-1375

B. STATEMENT OF FACTS

The Complaint was filed on March 27, 2019, with the United States Department of Housing and Urban Development (the Department), alleging the Respondents discriminated against the Complainants because of their disability in violation of Section 804(f)(2) and 804(f)(3)(B) of the Fair Housing Act (the "Act").

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The Parties have entered into this Conciliation Agreement to voluntarily resolve alleged violations of the Act. By settling this matter, Respondents are not admitting to any fault, guilt or liability with respect to the allegations.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the Parties for a period of one year 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, through the FHEO Region IV Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Department's, FHEO Region IV Director, Atlanta, Georgia, or his or her 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. The Respondents acknowledge that they have a duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has a complaint, testified, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination against the Complainant constitutes both a material breach of this Agreement and is a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Region IV Director, or his or her designee, is binding upon the Complainants, and the Respondents, its employees, successors and assigns and all others active in the ownership or operation of the subject property.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, all parties understand and agree that this agreement is a public document.
8. This Agreement does not in any way limit or restricts 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.

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9. No amendment to, modification of, or waiver of any provision 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 Region IV Director.
10. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consent to this Agreement, the original executed signature pages to be attached to the Agreement to constitute one document.
11. The Complainants hereby forever waive, release and covenant not to sue the Department or Respondents or Respondents' past and present officers and/or directors, authorities, its heirs, executors, 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's Title VIII Case Number 04-19-6307-8, or which could have been filed in any action or suit arising from said subject matter. Notwithstanding the above, the Complainants retain their rights with regards to a breach of this conciliation agreement, pursuant to §§ 813(a)(1)(A) of the Act.
12. The Respondents hereby forever waive, release and covenant not to sue the Department or Complainants, their heirs, executors, assigns, 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's Case Number 04-19-6307-8 or which could have been filed in any action or suit arising from said subject matter. This shall not prohibit the Respondents from pursuing an eviction against Complainants for a legitimate breach of their lease agreement or non-payment of rent. Notwithstanding the above, the Respondents retain their rights with regards to a breach of this conciliation agreement, pursuant to the Act.

F. RELIEF FOR THE COMPLAINANT

13. Respondents will allow the Complainants to keep their Emotional Support Animal (duck) without charging the Complainants a pet fee or any other surcharge for the animal.

G. RELIEF IN THE PUBLIC INTEREST

14. To assure that the public interests are protected, the Respondents agree to take such affirmative actions as may be necessary to promote fair housing practices. Such affirmative actions include operating its housing as established by the Fair Housing Act, as amended (42 U.S.C. 3600-3619). Respondents agrees that in accordance with the Act they shall comply with the Act and make dwellings available to persons and to provide services or facilities in connection with such dwellings,

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without regard to race, color, religion, sex, disability, familial status, or national origin.

15. Within thirty (30) days of the effective date, Respondents will display a HUD Fair Housing poster in the management office.

H. MONITORING

16. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

17. The Respondents shall forward to the Department objective evidence of the successful completion of paragraph 15 through 19 within ten (10) days of the completion as evidence of compliance of this agreement.
18. All required certifications and documentation of compliance must be submitted to:

Wendolyn Rivera, Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042
ATTN: Case Numbers: 04-19-6307-8

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.

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K. SIGNATURES

COMPLAINANTS:

Alex Radin
Alex Radin

5/9/19
Date

Jesse J. Calfas
Jesse J. Calfas

5/9/19
Date

RESPONDENTS:

on behalf of Oak Run Properties, Inc.

Date

on behalf of Bingham Realty, Inc.

Date

Amanda L. Gray, Property Manager

Date

L. APPROVAL

Carlos Osegueda
FHEO Region IV Director

Date

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