

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

**TITLE III OF THE AMERICANS WITH DISABILITIES ACT
TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 AS AMENDED BY THE FAIR
HOUSING ACT OF 1988**

Between

National Fair Housing Alliance
(Complainant)

And

Breland Companies, LLC
The Lofts at Town Madison, LLC
The Lofts at Town Madison Condominium Association, Inc.
Old Town Investments, LLC
(Respondents)

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

FHEO CASE NUMBER: 04-24-6949-8/D

A. PARTIES AND SUBJECT PROPERTY

Complainant:

National Fair Housing Alliance
1331 Pennsylvania Avenue NW, Suite 650
Washington, DC 20004

Respondents:

Breland Companies, LLC
8075 Madison Boulevard, Suite 112
Madison, AL 35758

The Lofts at Town Madison, LLC
2101 W. Clinton Avenue, Suite 201
Huntsville, AL 35805

The Lofts at Town Madison Condominium Association, Inc.
2101 W. Clinton Avenue, Suite 201
Huntsville, AL 35805

Old Town Investments, LLC, Owner
2101 W. Clinton Avenue, Suite 201
Huntsville, AL 35805

Subject Property:

The Lofts at Town Madison
110 and 124 Iberville Street
Madison, Alabama 35758

B. STATEMENT OF ALLEGATIONS

A complaint was filed with the United States Department of Housing and Urban Development (HUD or the Department) on June 11, 2024, alleging that the Complainant was injured by discriminatory acts. It is alleged the Respondents were responsible for providing discriminatory terms, conditions, privileges, or services and facilities, making housing unavailable, failure to provide accessible building entrance, accessible public and common user areas, usable doors,

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accessible route into and through covered unit, accessible light switches, electric outlets, etc. and reinforced walls for grab bars. The Complainant believes Respondents collectively discriminated against them on behalf of individuals with disabilities. The Complainant alleged that the most recent act occurred on July 05, 2023. If proven, the allegations would constitute violations of Sections 804(f)(1), 804(f)(2), and 804(f)(3)(C) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988. If proven, the allegations would constitute a violation of Title III of the American with Disabilities Act.

WHEREAS, Complainant and Respondents, without admitting fault, liability, or responsibility for Complainant's alleged damages, agree that it is in their respective interests to voluntarily settle this controversy and resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the laws cited above.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties for a period of two (2) years from the Effective Date of this 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 Regional Director of the Atlanta Office of Fair Housing and Equal Opportunity (FHEO) of the United States Department of Housing and Urban Development (HUD), 77 Forsyth Street, SW, Atlanta, Georgia, 30303 or his or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of a disputed complaint under the Fair Housing Act. 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 an affirmative duty not to discriminate under the Act, and 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 the FHEO Region IV Director or his or her designee has approved it, is binding upon Complainant and Respondents, their employees, heirs, successors and assignees, and all others in active concert with them in the operation of the subject property.
7. It is understood that pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region IV 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 the 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 Region IV Director or his designee.
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. Complainant, hereby fully and forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, predecessors, successors and assigns, parent companies and entities, subsidiary companies and entities, affiliated companies and entities, and the officers, directors, shareholders, partners, employees, managers, members, representatives, insurers, agents, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of or related to the subject matter addressed in HUD Case Number 04-24-6949-8/D or which could have been filed in any action or suit arising from said subject matter.
12. Respondents, hereby fully and forever waive, release, and covenant not to sue the Department or Complainant, or their successors, assigns, agents, officers, board members, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of or related to the subject matter of HUD Case Number 04-24-6949-8/D or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. Respondents agree to make a payment in the amount of \$47,500.00 (Forty-Seven Thousand and Five Hundred Dollars) within fifteen (15) calendar days of the effective date of this Agreement. The payment shall be made via check and sent via certified USPS mail, FedEx,

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or UPS to Relman Colfax PLLC. A copy of the check and tracking information shall be sent to Conciliation04@hud.gov. The check shall be mailed to:

Relman Colfax PLLC
Attention: Sara Pratt
1225 19th St. NW, Suite 600
Washington, DC 20036

G. RELIEF IN THE PUBLIC INTEREST

14. Respondents agree that all FHA-covered multifamily dwelling units developed or constructed by Respondents other than The Lofts during the Term of this Agreement shall comply with the design and construction requirements of the Fair Housing Act.
15. Within 90 days from the date of this Agreement, Respondents agree to replace the existing threshold at the building entrances adjacent to the parking lot to each of the two buildings comprising The Lofts with an ADA-compliant threshold and ensure at least one van-accessible ADA parking space serving each building that is 16' wide from the edge of the space to the opposite edge of the access aisle. Respondents will provide HUD a photograph of each of the completed alterations within thirty (30) days of the completion of each alteration emailed to conciliation04@hud.gov.
16. Respondents will pay all costs for the remediation of all existing thresholds and van-accessible parking spaces.
17. Respondents will send a written notice substantially in the form of that attached hereto as Exhibit 1 (the "Notice") to each leaseholder of a dwelling unit at The Lofts within thirty (30) days from the Effective Date of this Agreement informing the leaseholder of the availability of certain modifications to the interior or exterior of the unit as listed in the Notice, and notifying the leaseholder that he or she may, on account of his or her own disability, the disability of a household member, or the disability of a possible guest, have any of the listed modifications performed without charge at any point in the leaseholder's tenancy by making a written request at least thirty (30) days prior to the end of the leaseholder's tenancy. Any modification(s) duly requested by a leaseholder will be made without cost to any resident within thirty (30) days after request. Each new applicant for a unit at The Lofts during the Term of the Agreement shall be given the Notice during the application process to inform them that he or she may request that any of the modifications listed in the Notice be made to the unit in question on account of his or her own disability, the disability of a household member, or the disability of a possible guest, in which event Respondents shall make such modifications within thirty (30) days after the lease signing. For doubt avoidance, the foregoing provisions shall in no way extend the Term of this Agreement.

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18. Within one hundred and eighty (180) days of the Effective Date of this Agreement, Respondents will attend training on the Federal Fair Housing Act at Respondents' own expense. The training will be provided by an external source agreeable to both Complainant and Respondents. Complainant will be provided least five (5) business days to approve the training. Approval of the training proposed by Respondent will not be unreasonably withheld by Complainants. Respondents will provide HUD with certification of completion within ten (10) calendar days of the completion of the training. All documents requested by HUD must show the HUD case number and be emailed to conciliation04@hud.gov.
19. The modifications which Respondents will provide upon request from a resident made in accordance with the Notice are:
 - a. Locate light switches and thermostats no more than 48" above the finished floor, and at least one electrical outlet in every room already containing an electrical outlet at least 15" above the finished floor.
 - b. Install a modular tub/shower unit which includes grab bars.
 - c. Install grab bars at the toilet in a bathroom.
 - d. Provide temporary ramps to increase access from inside the unit to the balcony/patio, as applicable, wherever the drop exceeds 4".

H. MONITORING

20. 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 examine witnesses and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
21. The Department will hereby appoint an assigned monitor as the primary point of contact for this Agreement. The monitor will contact the parties in writing once assigned. The parties will promptly be notified in writing should the monitor status change.
22. Respondents will submit semi-annual Status Reports to the Department detailing Respondent's ongoing progress with compliance activities throughout the duration of this Agreement.
23. Status reports to the Department will identify the subject property and all remediation that has been completed per the tenant notice to include: (1) Total number of tenants requesting remediation and (2) Listing of units completed as a result of remediated.

I. REPORTING AND RECORDKEEPING

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

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
Conciliation04@hud.gov

J. CONSEQUENCES OF BREACH

25. Whenever the Secretary, after an examination of any facts and circumstances, has reasonable cause to believe that the recipient has breached this Agreement in a material way, the Secretary may refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

K. CERTIFICATION/SIGNATURES

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

L. SIGNATURES

Complainant:



Complainant National Fair Housing Alliance

10/9/2024
Date

Respondents: Breland Companies, LLC, The Lofts at Town Madison, LLC, The Lofts at Town Madison Condominium Association, Inc., Old Town Investments, LLC



By: Respondents

10/4/2024
Date

APPROVAL

Carlos Osegueda, Regional Director
Region IV, Office of Fair Housing and Equal Opportunity

Date

EXHIBIT 1

NOTICE TO TENANTS AND APPLICANTS: AVAILABLE STRUCTURAL MODIFICATIONS FOR INCREASED ACCESSIBILITY

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Notice to Residents and Applicants:

Available Modifications for Increased Accessibility

To All Residents and Applicants:

Please be advised that you have the right to request one or more accessibility modifications to your apartment unit. These changes are:

1. Locate light switches and thermostats no more than 48" above the finished floor, and at least one electrical outlet in every room already containing an electrical outlet at least 15" above the finished floor.
2. Install a modular tub/shower unit which includes grab bars.
3. Install grab bars at the toilet in a bathroom.
4. Provide temporary ramps to increase access from inside the unit to the balcony/patio, as applicable, wherever the drop exceeds 4".

These modifications are intended to increase accessibility for people with disabilities. You may request these modifications on account of any of the following:

- Your disability;
- The disability of a household member; or
- The disability of a possible guest.

In the event you wish to have any of these modifications installed, you must make the request in writing at least thirty (30) days before the end of your tenancy. Modifications that you timely request will be made **at no cost to you**. You do **not** need to provide evidence of disability. For current Residents, modifications will be performed within thirty (30) days from the date of your timely request. For Applicants, modifications will be performed within thirty (30) days from your lease signing.

Please contact [insert name] at [insert email address and phone number] to request modifications from the list.