

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF HEARINGS AND APPEALS**

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The Secretary, United States Department of Housing and Urban Development,	)	
	)	
Charging Party,	)	
	)	
on behalf of Brian McDonnell and Mary McDonnell,	)	
	)	
Complainants,	)	<b>HUDOHA No. 24-AF-0005-FH-001</b>
	)	
v.	)	January 22, 2024
	)	
Village Group LP, Village GP LLC, First Montgomery Properties NJ Inc., Michael Haydinger, Aubrey Treminio, and Matt Garron,	)	
	)	
Respondents.	)	

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**INITIAL DECISION AND CONSENT ORDER**

**I. BACKGROUND**

On October 12, 2023, The U.S. Department of Housing and Urban Development (“HUD” or the “Department”) filed a Charge of Discrimination (the “Charge”) alleging Village Group LP, Voorhess Village GP LLC, First Montgomery Properties NJ Inc., Michael Haydinger, Aubrey Treminio, and Matt Garron (collectively, “Respondents”) violated the Fair Housing Act, as amended, 42 U.S.C. § 3617 *et seq.* (the “Act”), by retaliating against Brian McDonnell and Mary McDonnell (“Complainants”) for engaging in a protected activity.

Respondents deny that they violated the Act as alleged in the Charge. However, to avoid additional costs and expenses, Respondents and Complainants (the “Parties”) agree to settle the claims in the underlying action by entering into this Initial Decision and Consent Order (“Consent Order”). The entry of this Consent Order shall not be deemed an admission or finding of any fault or liability on the part of Respondents.

**II. GENERAL PROVISIONS**

1. The Parties acknowledge that this Consent Order is voluntarily entered into in full resolution of the disputed Complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Consent Order. The Parties acknowledge that they have

read and fully understand the significance of the provisions of this Consent Order and their obligations under it.

2. The Parties agree that the Charging Party shall file with the Office of Hearings and Appeals a Motion for Entry of an Initial Decision and Consent Order, along with this Consent Order, after this Consent Order is executed by all Parties.

3. This Consent Order is binding upon Respondents, its members, principals, owners, employees, successors, agents, assignees, and all others in active concert with them in the management of the Subject Property, as defined in the Charge. In the event the Subject Property is transferred or sold prior to full performance of all the provisions of this Consent Order, Respondents will remain liable for the financial compensation described herein, Section IV.

4. Pursuant to 24 C.F.R. § 180.680(a), the Parties understand that this Consent Order is a public document.

### **III. MUTUAL RELEASE**

5. In consideration of the execution of this Consent Order, the Charging Party and Complainants, their successors, assignees, agents, employees, and attorneys hereby forever waive, release, and covenant not to sue Respondents, its heirs, executors, assignees, agents, employees, 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 HUDOHA No. 24-AF-005-FH-001 or facts investigated under FHEO Case Number 02-21-9317-8, or which could have been filed in any action or suit arising from said subject matter or facts, except where necessary to enforce this agreement. Nothing in this release will be construed to prevent HUD from investigating other complaints filed against Respondents or taking appropriate enforcement action thereon. If Complainants choose to leave the property, the Parties will no longer intentionally transact, do business, review, rent, or interact with one another or their businesses.

6. In consideration of the execution of this Consent Order, Respondents, their successors, assignees, agents, employees, and attorneys hereby forever waive, release, and covenant not to sue HUD or Complainants, their heirs, executors, assignees, agents, employees, 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 HUDOHA No. 24-AF-005-FH-001 or facts investigated under FHEO Case Number 02-21-9317-8, or which could have been filed in any action or suit arising from said subject matter or facts, except where necessary to enforce this agreement. Nothing contained in this release will be construed to prevent Respondents from bringing and maintaining proceedings for an alleged violation or breach not arising out of the subject matter of the Charge.

7. The Parties agree to refrain from any intentional disparaging conduct directed at either party or their agents. The Parties agree to not discuss the terms of the agreement with third Parties, including on social media, with neighbors, future landlords or other similarly situated persons or entities. The Parties acknowledge that part of HUD's regulatory and enforcement authority, that this document is public and may be shared by HUD or other agencies.

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#### IV. RELIEF FOR COMPLAINANT

8. Upon full execution of this Consent Order, Respondents will pay to Complainants the sum of ten thousand dollars (\$10,000) by certified check.

- a. At the execution of this Consent Order, Respondents shall send the certified check for \$10,000 made to the Complainants to the Charging Party at HUD's Office of Regional Counsel for New York/New Jersey attention: Louis Gioia, Esq., Trial Attorney, Office of Regional Counsel, U.S. Department of Housing and Urban Development, 26 Federal Plaza, Room 3500, New York, New York 10278.
- b. If the Complainants vacate the unit by September 11, 2024, the Respondents, within 7 business days of Complainants giving written Notice that they vacated the unit, will pay an additional \$50,000 to the Complainants. The check shall be sent in the same manner as described in subsection (a) above. If the Complainants fail to vacate the unit by September 11, 2024, they maintain their lease rights but forfeit any entitlement to the \$50,000.
- c. The Parties acknowledge that there is normal wear and tear to the unit and that the Respondents will not seek damages from the Complainants. In addition, Respondents will not seek damages for holes in the walls, flaking bathtub, stove top discoloration, resultant damage from mice infestation, damage from smoke, rug damage, or microwave damage. In addition, Respondents will not charge for excess water usage or consumption.
- d. Complainants agree that they will not apply to or reside in any of the units owned, managed or operated by the Respondents. Please see Exhibit 1.
- e. Respondents agree to provide a neutral reference to any prospective landlord, manager, management company, or similar stating the dates the Complainants resided at the property and that they timely paid their rent.
- f. Complainants acknowledge that they have not relied on any representations by HUD as to the tax consequences of this agreement or any payments made hereunder. Complainants will be responsible for all applicable taxes, if any, on the foregoing payments.

#### V. ACTIONS IN THE PUBLIC INTEREST

9. Injunction from Discrimination. Respondents, its agents, employees, successors, or assignees, and all other persons in active concert or participation with any of them, are hereby enjoined from:

- a. Retaliating against Complainants or any other person who participated in the investigation of this complaint, as prohibited by the Act, 42 U.S.C. § 3617.

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10. Mandatory Education and Training.

- a. Within 180 days of the effective date of this Consent Order, Respondents shall attend a minimum of two (2) hours of training pertaining to their obligations under the Act and applicable state and local housing non-discrimination laws. The fair housing education training may be conducted by HUD's Office of Fair Housing and Equal Opportunity ("FHEO"), either in-person or virtually. Respondents may contact the FHEO Regional Director, Region II, to schedule the date, time, and location (or teleconference or video conference) of the fair housing training. Respondents may request the approval of the FHEO Regional Director to attend a fair housing training that is not conducted by HUD. If Respondents choose to attend fair housing education training that is not conducted by HUD, Respondents agrees to provide a certification of compliance with this provision executed by the trainer to the FHEO Regional Director, Region II, within ten (10) days of the training and costs of the training shall be borne by Respondents.
- b. Within ten (10) days after the completion of the fair housing training required under this subsection, Respondents will submit the signed attendance form signed by the trainer to HUD.

11. Adoption and Implementation of Reasonable Accommodation Policy. Within sixty (60) days of the issuance of this Consent Order, Respondents agree to adopt a "Reasonable Accommodation Policy" that complies with the Fair Housing Act and is approved by HUD. Upon obtaining HUD approval, Respondents agree to implement the Reasonable Accommodation Policy immediately.

**VI. COMPLIANCE**

12. HUD may review compliance with this Consent Order at any time during its term, subject to and in accordance with HUD regulations.

13. The Parties shall endeavor, in good faith, to resolve any differences regarding interpretation of and compliance with this Consent Order informally.

14. In the event of a breach of any provision of this Consent Order, HUD may refer this matter to the Department of Justice to petition the United States Court of Appeals for the Second Circuit to enforce the Consent Order and for any other appropriate relief in accordance with 42 U.S.C. § 3612(j).

**VII. ADMINISTRATION**

15. This Consent Order is entered pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.450. The effective date of the Consent Order shall be the date it becomes final, *i.e.*, upon the expiration of thirty (30) days from the date of its issuance, or earlier affirmance by the Secretary. 42 U.S.C. § 3612(h); 24 C.F.R. § 180.670(b)(2).

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16. This Consent Order shall remain in effect for two (2) years from its effective date or until compliance with all the terms and specific time periods set forth in Section IV, whichever is later.

17. All required notification and documentation of compliance must be submitted to HUD as follows, unless otherwise indicated:

Jay Golden  
Director, Region II  
Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278

Louis Gioia, Esq.  
Trial Attorney  
Office of Regional Counsel, Region II  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3500  
New York, NY 10278

18. This Consent Order does not in any way limit or restrict HUD's authority to investigate any other complaints involving Respondents made pursuant to the Act, or any other complaints within HUD's jurisdiction.

19. The Parties agree that any party to this agreement seeking an extension of time to satisfy a deadline provided herein, must obtain such extension in writing from counsel for the Charging Party.

20. The signatures of the Parties constitute a waiver of any right to apply for attorney's fees or costs pursuant to 24 C.F.R. § 180.705. Each party is responsible for its own attorney's fees and costs.

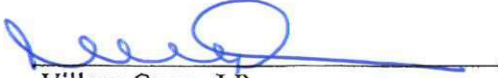
21. In the interest of a prompt conclusion of this matter, the Parties and counsel agree that the execution of this Consent Order may be accomplished by the Parties' signatures on separate pages of this Consent Order, with the individual signature pages to be attached to the body of the Consent Order to constitute one document to be filed with the Office of Hearings and Appeals. Signatures of the Parties to this Consent Order may be executed by way of facsimile or electronic transmission.

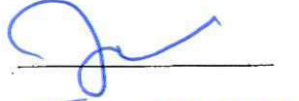
22. The signatures of the Parties to this Consent Order constitute a waiver of any right to withdraw their consent during the thirty (30)-day Secretarial review period, and a waiver of any right to challenge the validity of the Consent Order at any time.

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VIII. AGREEMENT OF THE PARTIES

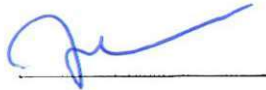
RESPONDENTS:

  
Village Group, LP


  
John CRANMER


RESPONDENTS:

  
First Montgomery Properties NJ Inc.

  
John Cranmer

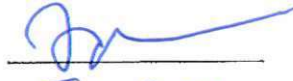
RESPONDENTS:

  
Voorhees Village GPLLC

  
John Cranmer

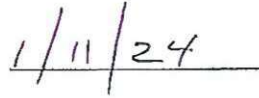
RESPONDENTS:

  
Michael Haydinger

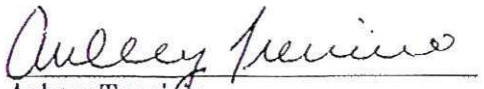
  
John Cranmer

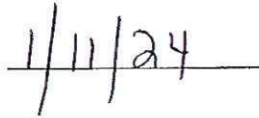
RESPONDENTS:

  
Matt Garron

  
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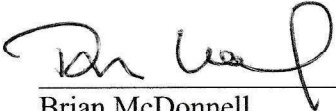
RESPONDENTS:

  
Aubrey Treminto

  
1/11/24

**VIII. AGREEMENT OF THE PARTIES**

COMPLAINANT:

  
\_\_\_\_\_  
Brian McDonnell

JANUARY 12, 2024

COMPLAINANT:

  
\_\_\_\_\_  
Mary McDonnell

January 12, 2024

**VIII. AGREEMENT OF THE PARTIES**

COUNSEL FOR THE CHARGING PARTY, UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:

ERICA  
LEVIN

Digitally signed by ERICA LEVIN  
DN: cn = ERICA LEVIN c = US o =  
US Government ou = Department of  
Housing and Urban Development,  
Office of Administration  
Date: 2024.01.16 08:47:37 -0500

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Erica Levin  
Regional Counsel, Region II  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3500  
New York, NY 10278

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Date



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Valerie Daniele  
Associate Regional Counsel for  
Program Enforcement and Litigation  
Office of Regional Counsel, Region II  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3500  
New York, NY 10278

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01/16/2024

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Date



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Louis Gioia  
Trial Attorney  
Office of Regional Counsel, Region II  
U.S. Department of Housing and Urban Development  
26 Federal Plaza, Room 3500  
New York, NY 10278

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1/16/2024

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Date



**IX. ORDER OF THE COURT**

The foregoing order was presented to the undersigned Administrative Law Judge for approval on January 16, 2024. In accord with 24 C.F.R. § 180.450, the ALJ shall accept a settlement agreement agreed to by the parties if he finds the agreement to be in the public interest, by issuing an Initial Decision and Consent Order.

After considering the record in its entirety, the undersigned ALJ has independently determined that the agreement between the parties does not offend the public interest and is approved. All parties have given their consent and signed the agreement incorporated in the foregoing Consent Order, which is hereby accepted and issued.

This Consent Order carries no precedential weight, as the matter has been reviewed solely to determine that the parties' settlement does not offend the public interest. No opinion is expressed on legal or policy statements contained herein, nor the form and quantum of the agreed relief.

So **ORDERED** this 18th day of January 2024

**ALEXANDER  
FERNANDEZ-  
PONS**

Digitally signed by: ALEXANDER  
FERNANDEZ-PONS  
DN: CN = ALEXANDER FERNANDEZ-  
PONS, C = US, O = U.S. Government  
OU = Department of Housing and  
Urban Development, Office of the  
Secretary  
Date: 2024.01.22 11:22:06 -05'00'

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Alexander Fernández-Pons  
Administrative Law Judge