



THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT



TITLE VIII CONCILIATION AGREEMENT
BETWEEN

Denver Metro Fair Housing Center
3280 Downing Street, Suite B
Denver, CO 80205
(Complainant)

And

[REDACTED]
(Complainant)

And

[REDACTED]

And

George M. Turk
3377 Mill Vista Road, Bldg. 3-316
Littleton, CO 80120
(Respondent)

And

Helen L. Turk
3377 Mill Vista Road, Bldg. 3-316
Littleton, CO 80129
(Respondent)

And

Katchen & Company, Inc.
7111 W. Alameda Avenue, Suite O
Lakewood, CO 80226
(Respondent)

Approved by the Office of Fair Housing and Equal Opportunity (FHEO), Region VIII Director on behalf of
the U.S. Department of Housing and Urban Development

TITLE VIII Case Numbers: 08-16-4187-8 and 08-16-4188-8

A. PARTIES

Complainant:

Denver Metro Fair Housing Center ("DMFHC")

[REDACTED]

[REDACTED]

Respondents:

George M. Turk (Owner)

Helen L. Turk (Owner)

Katchen & Company, Inc. (Management Company)

The subject property, Langford Apartments, is located at 751 W. Prentice Avenue in Littleton, Colorado, 80120. The subject property is a two-story complex with eighteen units, owned by George M. Turk and Helen L. Turk, and managed by Katchen and Company Inc. Ben Miera is the on-site manager. While Mr. Miera was named in one of the charges, the parties agree that it is appropriate that he not be a party to this Agreement.

B. STATEMENT OF FACTS

Two complaints were filed on July 12, 2016, with the U.S. Department of Housing and Urban Development ("HUD" or the "Department") alleging one or more discriminatory housing practices under the Fair Housing Act, as amended, Title 42 United States Code (U.S.C.) Sections 3601 - 3619 ("the Act"). Complainants [REDACTED] allege Respondents discriminated against families with children by refusing to rent to them; by subjecting them to different terms and conditions; and by making statements that indicate a preference, limitation with the requirements of the Act, thereby violating Sections 804(a), 804(b) and 804(c) of the Act. Complainant DMFHC alleges Respondents discriminated against persons with disabilities and families with children by refusing to rent to them; by subjecting them to different terms and conditions; by making statements that indicate a preference, limitation, and by denying reasonable accommodation requests in accordance with the requirements of the Act, thereby violating Sections 804(a), 804(b), 804(c), 804(f)(1)(A), 804(f)(2)(A), and 804(f)(3)(B) of the Act.

Respondents deny engaging in any discriminatory housing practices, but agree to settle the claim in the underlying action by entering into this Conciliation Agreement.

It is understood by all parties that this Agreement does not constitute an admission by Respondent of any violation of the Act.

C. TERM OF AGREEMENT

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of one (1) year from its effective date.

D. EFFECTIVE DATE

2. This Agreement shall become effective on the date that it is approved by the FHEO Region VIII Director, Denver, Colorado or his or her designee.
3. The parties agree that this Agreement constitutes neither a binding contract under state or federal law nor a conciliation agreement pursuant to the Act until it is approved by the Department through the FHEO Region VIII Director 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. 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 Region VIII Director or his or her designee, is binding upon Respondents, their employees, heirs, successors, assigns and all others in active concert with them in the ownership or operation of the subject property.
7. It is understood that upon approval of this Agreement by the FHEO Region VIII Director or his or her designee, it is a public document pursuant to § 3610(b)(4) of the Act.
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 will be effective unless: (a) all signatories to the Agreement or their successors 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 VIII Director or his or her designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
11. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, to include all their heirs, executors, 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 FHEO Case Numbers 08-16-4187-8 and/or 08-16-4188-8, 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 Complainant, to include all 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 of FHEO Case Numbers 08-16-4187-8 and/or 08-16-4188-8, or which could have been filed in any action or suit arising from said subject matter.
13. The individual(s) signing on behalf of any named Respondents hereby represents that he or she has the authority to sign for that Respondent and that his or her signature will bind Respondent.

F. RELIEF FOR COMPLAINANTS

14. Within sixty (60) days of the effective date of this Agreement, Respondents will pay Complainants the total sum of \$70,000.00 (Seventy Thousand Dollars). This amount will be paid by certified or cashier's check, made payable to the Civil Rights Education and Enforcement Center, and delivered via Federal Express or Certified Mail to the following address:

Civil Rights Education and Enforcement Center
104 Broadway, Suite 400
Denver, CO 80203

G. RELIEF IN THE PUBLIC INTEREST

15. Respondent Katchen & Company agree that all its staff members attend fair housing training conducted by an appropriate agency or facility approved by the Department, or conducted directly by the Department. Written approval to attend training offered by an organization other than the Department must be solicited and obtained from the FHEO Region VIII Director at least thirty (30) days prior to the commencement of the training. Respondents will be responsible for all costs associated with attending the training. The training shall provide education on fair housing provisions as pertaining to federal law.
16. Respondents agree to incorporate a nondiscrimination policy, which will include a request for accommodations/modifications policy for persons with disabilities, and protections for all protected class members, including families with children and deaf individuals. Respondents agree that the policy will be distributed to all current tenants, applicants, and persons inquiring about the availability of units owned and/or managed by Respondents.
17. Respondents shall ensure that any and all published vacancy advertisements shall conspicuously include the phrase "Families and individuals with disabilities, including deaf individuals and those needing service animals welcome to apply."
18. At such time as any Respondent is no longer engaged in the business of owning, renting, or managing residential properties, the obligations in Paragraphs 15 through 17 shall cease.
19. If, following cessation of the obligations as described in Paragraph 18, any Respondent should re-engage in the business of owning, renting or managing residential properties, such Respondent will provide notice to the Department, DMFHC, and CREEC, and the obligations of Paragraphs 15 through 17 shall once again apply to that Respondent for a period of one year following its re-engagement in such business.

H. MONITORING

20. The Department will determine compliance with the terms of this Agreement. During the term of the Agreement, the Department may review compliance with the Agreement by examining witnesses and copying pertinent records. Monitoring this agreement may also include, but is not limited to, conducting fair housing tests by the Department or other entity. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with the Agreement.

I. REPORTING AND RECORDKEEPING

21. Within twenty (20) days of having mailed the check referenced in Paragraph 14 of this Agreement, Respondents shall certify compliance with the provision by

sending a copy of the check to HUD as outlined in Paragraph 24.

22. Within twenty (20) days of completion of any training required by Paragraphs 15, 18 and 19 of this Agreement, Respondents shall certify compliance by submitting a copies of the certificates of completion for the mandated fair housing training to HUD as outlined in Paragraph 24.
23. Within twenty (20) days of completion of the development and implementation of any policies required by Paragraphs 16, 18 and 19 of this Agreement, Respondents will submit written certification to the FHEO Region VIII Director, as outlined in paragraph 24, that they have implemented the policy and provide a copy of that policy.
24. All reports and correspondence pursuant to this Agreement shall include FHEO Case Numbers 08-16-4187-8 and 08-16-4188-8. All required certifications and documentation of compliance must be submitted to:

Amy M. Frisk, Region VIII Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 24th floor
Denver, Colorado 80202-4801

J. CONSEQUENCES OF BREACH

25. 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 §§ 3610(c) and 3614(b) of the Act.

K. SIGNATURES


Denver Metro Fair Housing Center
Complainant
Signed By: Arturo T. Alvarado

9/30/16
Date


Complainant

Date


Complainant

Date

George M. Turk
Respondent

Date

Helen L. Turk
Respondent

Date

Katchen & Company, Inc.
Respondent
Signed By: _____

Date

K. SIGNATURES

Denver Metro Fair Housing Center
Complainant
Signed By: _____

Date

Complainant

Date

Complainant

Date

George M. Turk
George M. Turk
Respondent

9/30/16
Date

Helen L. Turk
Helen L. Turk
Respondent

9-30-16
Date

Katchen & Company, Inc.
Respondent
Signed By: _____

Date

K. SIGNATURES

Denver Metro Fair Housing Center
Complainant
Signed By: _____

Date

Complainant

Date

Complainant

Date

George M. Turk
Respondent

Date

Helen L. Turk
Respondent

Date

Edward Boyle
Katchen & Company, Inc.
Respondent
Signed By: _____ Edward Boyle _____

Digitally signed by Edward Boyle
DN: cn=Edward Boyle, ou=Katchen Company, ou,
email=edboyle@katchencompany.com, c=US
Date: 2016.09.30.15:26:17 -0507

Date 09/30/2016 _____

Amy M. Frick

APPROVAL

Amy M. Frisk

Amy M. Frisk
Region VIII Director
Office of Fair Housing and Equal Opportunity

30 Sept 2016

Date