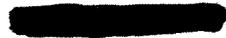


UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between



(Complainant)

and

LLB&B Inc. et al

(Respondents)

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

HUD CASE NUMBER: 04-12-1090-8

## A. PARTIES AND SUBJECT PROPERTY

### Complainant

  
Mobile, Alabama 36608

### Respondents

LLB&B Inc.  
c/o Julie M. Minto & Melissa Morrissette (Owners)  
106 St. Francis St. 11th FL  
Mobile, Alabama 36602

Shirley Lane (Real Estate Agent)  
LLB&B Inc.  
5418 Old Shell Road  
Mobile, Alabama 36608

## B. STATEMENT OF FACTS

A complaint was filed on June 26, 2012, with the United States Department of Housing and Urban Development (the Department) alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents, violated §§804(a) (804 (b) 804 (c), and 804 (d) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the bases of race by collectively discriminating against him by expressing a preference and limitation in the statement made, and denied him the opportunity to view the premises. As a result of the above Complainant lost the opportunity to be a successful purchaser.

Respondents deny all charges and allegations of having violated the statutes as alleged in the complaint and has denied any liability for any other alleged wrongdoings or breach. Respondents agree to enter into conciliation with the understanding that entering into conciliation is not an admission of any wrong doing.

## C. TERMS OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall be in effect for a term of one (1) 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 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 (FHEO), 40 Marietta Street, Atlanta, Georgia 30303 of the United States Department of Housing and Urban Development (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. The 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 Regional Director, or his or her designee, is binding upon the owners, employees, heirs, successors and assignees and all others in active concert with him in the ownership or operation of Respondents.
7. It is understood that, while pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the Fair Housing and Equal Opportunity Region IV Director or his or her designee, it 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 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. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, its 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 HUD Case Number 04-12-1090-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainant and its 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 the subject matter of HUD Case Number 04-12-1090-8 or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR COMPLAINANT**

13. Respondents agree to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

Respondents agree to pay by certified or cashier's check the amount of \$29,000.00 (Twenty Nine Thousand Dollars) to Complainant [REDACTED] within ten (10) days of the effective date of this Agreement. The check shall be made payable to [REDACTED] Attorney at Law and mailed to Department of HUD, 950 22<sup>nd</sup> St, Suite 900, Birmingham, AL 35233 by Federal Express or certified mail.

**G. RELIEF IN THE PUBLIC INTEREST**

14. Within twenty (20) days of entry of this Agreement, Respondents must prominently display at the office or offices where Respondents do business a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all properties are available on a nondiscriminatory basis. A poster that comports with 24 C.F.R Part 110 will satisfy this requirement.
15. Respondents must include the words "Equal Housing Opportunity" and the fair housing logo in all advertising that Respondent conducts after entry of this Agreement. This includes advertisements on any website owned or operated by The Respondents that they use to advertise or promote their real estate services, in print advertising, including in newspapers, magazines, flyers, pamphlets, handouts, telephone directories, brochures, and on other written or promotional literature; and in advertising on the radio, television or broadcast media.
16. Within thirty (30) days of the effective date of this Agreement, Respondents must

inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement. The Respondents agree to provide a certification of compliance with this provision to the United States Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Attention: Willie Pollock, Investigator, 950 22nd Street North, Suite 900, Birmingham, AL 35203.

17. Respondents recognize their obligation to apply their policies and procedures to all persons whom they engage in any real estate transaction (hereinafter "consumers"), including but not limited to the rental, sale and/or financing of property, in a nondiscriminatory manner; to provide information to all consumers in a nondiscriminatory manner regardless of the consumer's protected class; to provide information to all consumers relating to their rights under the Fair Housing Act; and to administer the Respondents' real estate practices, programs and activities in a non-discriminatory manner regardless of protected class to ensure the rights of all consumers under the Fair Housing Act.
18. Within one hundred and eighty (180) days of the effective date of this Agreement, Respondents will attend Fair Housing Training. The training will be provided by a source external to LLB&B Inc. Respondent will provide the Department with a copy of the agenda and resume, for each individual providing the training at least 30 days prior to commencement of training. Additionally, the Respondent will provide a sign-in sheet which identifies the names and positions of each employee who participated in the training within 30 days of completing the training.

#### H. MONITORING

19. During the period which this Agreement is in effect, Respondents shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this agreement, including, but not limited to, all contracts for the sale or purchase of dwellings; all listings of dwellings to which Respondents have access; all advertising literature; and all logs or records relating to the showing of dwellings to any prospective purchaser. Upon reasonable notice to counsel for Respondents, representatives from the Department shall be permitted to inspect and copy all such records at any and all reasonable times or upon request by the Department Respondents shall provide copies of such documents.

#### I. REPORTING AND RECORDKEEPING

20. Within ten (10) calendar days, Respondents shall certify to the Birmingham FHEO office in writing that they have complied with paragraph 14. Within (30) days of attending the training outlined in Paragraph 19, Respondents shall certify to the Birmingham FHEO Office, in writing, that they have complied with Paragraph 19 of this Agreement.

- 21. The Respondents shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, as evidence of compliance with paragraph 19 of this Agreement.
- 22. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development  
 Willie Pollock, Investigator  
 950 22<sup>nd</sup> Street North  
 Birmingham, AL 35203

**J. CONSEQUENCES OF BREACH**

- 23. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter shall 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**

<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Complainant	<u>2-28-13</u> Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Shirley Lane Respondent	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Julie M. Minto Co-Owner LLB&B Inc.	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Melissa Morrissette Co-Owner LLB&B Inc.	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date

**L. APPROVAL**

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Carlos Osegueda FHEO Region IV Director	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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**K. SIGNATURES**

_____	_____
Complainant	Date
<i>Shirley Lane</i>	<i>2-27-13</i>
Shirley Lane	Date
Respondent	

_____	_____
Julie M. Minto	Date
Co-Owner LLB&B Inc.	
<i>Julie M. Minto</i>	<i>03/22/2013</i>

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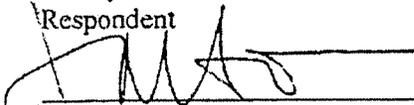
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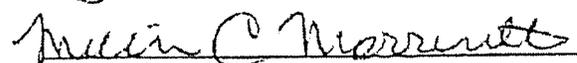
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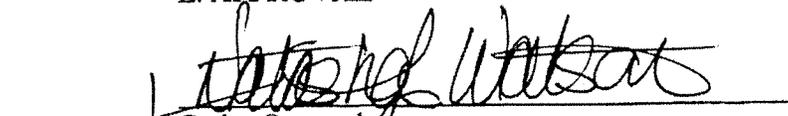
\_\_\_\_\_  
 [Redacted] Date

Shirley Lane  
 Respondent \_\_\_\_\_ Date

  
 Julie M. Minto  
 Co-Owner LLB&B Inc. \_\_\_\_\_ Date  
 3/8/2013

  
 Melissa Morrissette  
 Co-Owner LLB&B Inc. \_\_\_\_\_ Date  
 3/8/13

**L. APPROVAL**

  
 Carlos Osegueda  
 FHEO Region IV Director \_\_\_\_\_ Date  
 03/22/2013