UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

Under

THE FAIR HOUSING ACT

Between

National Fair Housing Alliance ("Complainant")

And

Brotman Enterprises, LLC ("Respondent")

And

Joel Brotman ("Respondent")

And

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

FHEO CASE NUMBER: 03-14-0068-8

A. PARTIES AND SUBJECT PROPERTY

1. The parties to this conciliation agreement are as follows:

   a. Complainant:

      National Fair Housing Alliance
      Shanna L. Smith, President/CEO
      1101 Vermont Avenue, NW, Suite 710
      Washington, DC 20005

      Representing National Fair Housing Alliance:

         Morgan Williams, Esq.
         National Fair Housing Alliance
         1101 Vermont Avenue, NW, Suite 710
         Washington, DC 20005

   b. Respondents

      Brotman Enterprises, LLC
      92 Kara Lane
      Feasterville, PA 19053

      Joel Brotman
      92 Kara Lane
      Feasterville, PA 19053

      Respondents' Representative:

         Scott Badami
         Fox Rothschild LLP
         10 Sentry Parkway, Suite 200
         P.O. Box 3001
         Blue Bell, PA 19422-3001

2. The Complainant is the only national organization dedicated solely to ending discrimination in housing. The Complainant works to eliminate housing discrimination and to ensure equal housing opportunities for all people through leadership, education and outreach, membership services, public policy initiatives, advocacy and enforcement.

3. The Respondents are a family-owned business and own 150 units, both conventional and affordable, at various locations around southeastern Pennsylvania.

4. The subject property is located at 2119 N. 8th Street, Philadelphia, PA 19122.

B. STATEMENT OF FACTS

1. A complaint was filed on December 30, 2013, with the United States Department of Housing and Urban Development ("Department"), alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents violated the Fair Housing Act as amended in 1988, 42 U.S.C.3601 et seq.("Act"), on the basis of race by denying housing to a specific race.

2. The Respondents deny having discriminated against Complainant and admit no liability with respect to any of the allegations or claims in the complaint. The Respondents nevertheless agree to settle the claim in the underlying action by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

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

D. EFFECTIVE DATE

1. 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 Department, through the Fair Housing and Equal Opportunity ("FHEO") Regional Director or his or her designee.

2. This Agreement shall become effective on the date on which it is approved by the Department's FHEO Regional Director.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is voluntary and constitutes a full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

2. 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. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.

3. This Agreement, after it has been approved by the FHEO Region III Director, or his or her designee, is binding upon the Complainant, its heirs, personal representatives and assigns and the Respondents, their employees, successors, assignees, and all others active in the ownership or operation of the subject company.

4. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document upon approval of FHEO Region III Director or his or her designee.

5. 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 Act, or any other complaint within the Department's jurisdiction.

6. 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.

7. 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.

8. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondents, 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 the Department Case Number 03-14-0068-8, or which could have been filed in any action or suit arising from said subject matter.

9. The Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and 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 the subject matter of Department Case Number 03-14-0068-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

The 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:

The Respondents will pay the Complainant a total of $25,000 in five equal monthly installments of $5,000 each, with the first payment due on or before July 1, 2014 and the remaining payments due August 1, 2014, September 1, 2014, October 1, 2014, and November 1, 2014. The checks shall be sent by Federal Express or certified mail to the following address:

National Fair Housing Alliance
c/o Kathleen Burns
1101 Vermont Avenue, NW, Suite 710
Washington, DC 20005

G. RELIEF IN THE PUBLIC INTEREST

1. Within 60 (sixty) days of the effective date of this Agreement, the Respondents agree to accept Fair Housing Training for all leasing agents and managers employed by Respondents from the Fair Housing Rights Center of Southeastern Pennsylvania. The Respondents agree to pay not more than $1,500 for the training session.

2. Effective immediately, the Respondents agree to begin maintaining records documenting prospective tenants who personally visit the Respondent or inquire in writing, regarding rental housing inquiries and of the tenants whom Respondents enter into lease agreements. Respondents will include information in the records documenting any prospective tenant who calls the Respondents regarding rental housing inquiries, to the extent that relevant information is shared in the communication. Respondents agree to periodic review of these records by the Department upon reasonable notice to counsel for the Respondents.

3. The Respondents agree to establish non-discriminatory tenancy procedures. The Respondents will distribute the policy to all current and future tenants in all units owned by Brotman Enterprises within the Philadelphia region at the time of leasing or any lease renewal. Respondents also agree to post the policy in the common areas of any housing complexes owned by Brotman Enterprises in the Philadelphia region and on any website owned, managed or operated by the Respondents. The Respondents agree to provide the Department with a copy of the policy.

4. The Respondents agree to an affirmative marketing plan designed to reach communities in the Philadelphia area. Respondents will post four advertisements using local radio, television stations or print media which have potential to reach over 500,000 individuals in the Philadelphia metropolitan area. Print advertisements must be at least one-eighth of a page. The Respondents agree to incorporate fair housing proclamations and symbols on its website content and leasing documents and will provide a copy of the advertisement to the Department. The Department and/or the Complainant will be provided a copy of the advertisements prior to running.

H. MONITORING

1. The Department shall determine compliance during the term of this agreement. As a part of such review, the Department may inspect the Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of the Respondents. Upon reasonable notice to counsel for the Respondents, the Respondents agree to provide its full cooperation in any monitoring review undertaken by the Department's to ensure compliance with this Agreement.

2. In the event that the Respondents fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to the Department.

3. Should the Department believe the Respondents have not complied with this Agreement in any material manner, before proceeding with any other remedy, the Department shall give counsel for the Respondents notice of any alleged deficiency and the Respondents shall be given ten (10) business days to cure any alleged deficiency.

I. REPORTING AND RECORDKEEPING

1. Within ten (10) days of the last payment being made, the Respondents shall forward to the FHEO Regional Director objective evidence that they have complied with paragraph F of this Agreement.

2. Within seventy (70) days of the effective date of this Agreement, the Respondents shall forward to the FHEO Regional Director objective evidence that they have complied with paragraph G.1 of this Agreement.

3. Within thirty (30) days of the effective date of this Agreement, the Respondents shall forward to the FHEO Regional Director objective evidence that they have complied with paragraph G.2 of this Agreement.

4. Within sixty (60) days of the effective date of this Agreement, the Respondents shall forward to the FHEO Regional Director objective evidence that they have complied with paragraph G.3 of this Agreement.

5. Within sixty (60) days of the effective date of this Agreement, the Respondents shall forward to the FHEO Regional Director objective evidence that they have complied with paragraph G.4 of this Agreement.

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

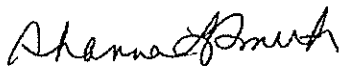
Barbara Delaney
Program Center Director
Office of Fair Housing and Equal Opportunity
The Wannamaker Building
100 Penn Square East
Philadelphia, PA 19107-3389

J. CONSEQUENCES OF BREACH

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 Sections 810(c) and 814 (b) (2) of the Act.

K. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



May 15, 2014

Shanna L. Smith, President/CEO
National Fair Housing Alliance
Complainant

Date

Joel Brotman

Brotman Enterprises LLC

5-15-2014

Date

Joel Brotman

Joel Brotman

5-15-2014

Date

L. APPROVAL

Melody Taylor-Blancher, FHEO Regional Director
U.S. Department of H.U.D
Region III

5/28/14
Date