

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

BURLINGTON PRESERVATION
ASSOCIATES, LLC D/B/A MILLSTREAM
& MAPLEWOOD APARTMENTS; ARBOR
MANAGEMENT, LLC; and LEON N.
WEINER & ASSOCIATES, INC.,

Defendants.

Civil Action No. 1:24-cv-10471
(RMB) (MJS)

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFF THE UNITED
STATES OF AMERICA AND BURLINGTON PRESERVATION
ASSOCIATES, LLC**

I. Background

1. To avoid the expense, delay, and inconvenience of protracted litigation, the United States and defendant Burlington Preservation Associates, LLC d/b/a “Millstream & Maplewood Apartments” (“**Defendant**” or “**Burlington**”) have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against the Defendant through this Settlement Agreement (“**Settlement Agreement**” or “**Agreement**”).

2. The Agreement shall not constitute an admission or acknowledgment of liability by the Burlington on the merits of any claims asserted or issues raised by the United States.

3. The United States alleged violations of Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601-3619, 3631, the Fair Housing Act (“**FHA**”) in the form of a complaint, ECF No. 1, filed in the above-captioned civil action on November 13, 2024 (“**Complaint**”).

4. The Complaint alleges that defendants Burlington, Arbor Management, LLC (“**Arbor**”), and Leon N. Weiner Associates, Inc. (“**LNWA**”) discriminated against complainant Roberto Landrau-Vega (“**Landrau-Vega**” or “**Complainant**”) on the basis of race and national origin, and retaliated against him, all in violation of FHA, with

respect to a unit in a residential rental property located at 18 Jones Mill Road in Wrightstown, New Jersey ("Subject Property"). See Compl., ECF No. 1. Specifically, the Complaint alleges that: (a) the defendants discriminated against Landrau-Vega, an individual living in subsidized housing, based on race and national origin by attempting to evict him and changing the locks to his apartment during a brief period of incarceration, while treating a white, incarcerated tenant more favorably; and (b) after Landrau-Vega asserted his FHA rights by filing a complaint with the U.S. Department of Housing and Urban Development, the defendants retaliated against him by disrupting the recertification process required to maintain his housing subsidy and attempting to evict him a second time.

5. Arbor, Burlington and LNWA deny the allegations in the Complaint.

6. The United States has or will dismiss the Complaint against Arbor (**"Arbor Dismissal"**).

7. The United States has or will dismiss the Complaint against LNWA (**"LNWA Dismissal"**).

8. The United States and Burlington (each individually, a "Party," and collectively, the "Parties") agree to resolve the claims in this lawsuit without further litigation. The Parties, through their authorized representatives, agree that the consideration described below is adequate and sufficient, and agree to resolve the case as follows:

II. Dismissal

9. Motion for Dismissal of Burlington. Upon execution of the Agreement, the Parties shall jointly move the Court for dismissal with prejudice, in the form set forth in **Attachment A**, of the underlying lawsuit, pursuant to Federal Rule of Civil Procedure 41(a)(2), subject to the Court's retention of jurisdiction as set forth in Paragraph 21. The Parties will include this agreement as an exhibit to that motion. The joint motion will ask that the Court make the dismissal effective 14 days from the entry of its order, so that dismissal takes effect after the monetary payment required by Paragraph 9 has been made.

10. Dismissal of the other Defendants. A Stipulation and Proposed Order of Dismissal with respect to Arbor in the form set forth in **Attachment B** has been or will be jointly submitted to the Court. Also, as set forth above, a Stipulation and Proposed Order of Dismissal with respect to LNWA in the form set forth in **Attachment C** has been or will be jointly submitted to the Court.

III. Monetary Damages and Release of Claims

11. Monetary Settlement. Burlington shall pay a total sum of \$85,000 as follows:

- a. To resolve the FHA claims asserted in the Complaint, Burlington, via its insurance carrier shall, within 10 days of the execution of this Agreement, deliver certified payment payable to Roberto Landrau-Vega for damages to resolve the United States' FHA claims in the amount of \$62,500 ("**FHA Settlement Funds**") to counsel for the United States, by overnight delivery with tracking capability.
- b. The United States shall deliver payment of the **FHA Settlement Funds** to the Complainant after obtaining his signed release in the form of **Attachment D**.
- c. To resolve any claims that Burlington may assert against the Complainant, including any claim for allegedly unpaid rent, accrued at any time through the Effective Date of the Agreement, Burlington, via its insurance carrier, shall, within 10 days of the execution of the Agreement, deliver certified payment in the amount of \$22,500, payable to Michael P. Hrycak, Esq. Attorney Trust Account ("**Escrow Funds**"), as a subsidy to resolve those claims.
- d. The Complainant has directed his attorney Michael P. Hrycak, Esq., to disburse the **Escrow Funds** to Burlington within 15 days of (a) receiving the **Escrow Funds**, or (b) delivery of the **FHA Settlement Funds** to the Complainant, whichever is later.
- e. The disbursement of the **Escrow Funds** shall not constitute an admission or acknowledgment of liability by the Complainant or the United States on the merits of any claim Burlington may contend it has accrued against the Complainant through the Effective Date. The United States and the Complainant specifically deny that the Complainant is liable to Burlington for any unpaid rent or monetary damages.

12. Release of Claims by Complainant. Complainant will receive the payments referenced above only after signing the release of claims form included as **Attachment D**. After Complainant has signed the form, the United States shall provide a copy of the completed release to Burlington's counsel.

13. Release of Claims by Burlington. Upon receipt of the **Escrow Funds**, Burlington releases Complainant from any and all liability for claims it may have against him related to this lawsuit or his tenancy at the Subject Property from January

1, 2019, through the date of the execution of the Agreement¹.

IV. Non-Monetary Relief

14. Lease Agreement Incarceration Provision. Except as otherwise allowed by law and otherwise consistent with the FHA, Burlington, its agents, employees, successors, and all other persons in active concert or participation with any of them, hereby agree not to impose any rule as part of its lease agreements, or associated rules, practices, or policies, that addresses the incarceration of a household member at the Subject Property or any property in which the Burlington, or any of its agents, employees, successors, and all other persons in active concert or participation with any of them, has an ownership or management interest. Burlington further attests that former House Rule 27, which governed incarceration at the Subject Property, is no longer a provision attached or incorporated in any form into any lease agreement for units in the Subject Property.

15. Rental Assistance Recertification. Burlington, its agents, employees, contractors, successors, and all other persons in active concert or participation with any of them, hereby agrees:

- a. To administer the annual United States Department of Agriculture ("USDA") rental assistance recertification process to the Complainant on the same terms as to all other tenants who receive USDA rental assistance;
- b. To recertify the Complainant's yearly USDA rental assistance so long as he qualifies under applicable USDA rules, regulations, and guidelines.
- c. To permit the Complainant to remain in his unit at the Subject Property, subject to applicable USDA rules, regulations, and guidelines as well as to the terms of the governing lease, which, except for the rental rate, shall be the terms generally applicable to all tenants of the Subject Property in the event Complainant no longer qualifies for USDA rental assistance.
- d. To permit the Complainant to rent his unit at fair market value in the event he no longer qualifies for USDA rental assistance.

16. Prohibition against FHA Violations. Burlington, its agents, employees, contractors, successors, and all other persons in active concert or participation with any of them, hereby agrees not to:

¹ To reiterate, and to make it clear, by virtue of the LNWA Dismissal, any claims LNWA had against Complainant have been released. Similarly, to reiterate and to make clear, by virtue of the Arbor Dismissal, any claims Arbor had against Complainant have been released.

- a. Deny a dwelling or otherwise make a dwelling unavailable to any person because of race and/or national origin, in violation of 42 U.S.C. 3604(a);
 - b. Discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race and/or national origin, in violation of 42 U.S.C. 3604(b); or
 - c. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of that person's having exercised or enjoyed, any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. 3617.
17. No Retaliation. Burlington, its agents, employees, contractors, successors, and all other persons in active concert or participation with any of them, hereby agrees not to retaliate against the Complainant for asserting his fair housing rights in any manner, including by complaints to government agencies or by private civil action in any court of law or equity.
18. Notification. Within 30 days of the Effective Date, Burlington will share a copy of the Agreement with any employee, contractor, or agent with responsibility for leasing or managing the Subject Property.

V. OTHER PROVISIONS

19. Effective Date. The "Effective Date" is the date of the signature of the Agreement's last signatory. The Agreement may be executed in multiple counterparts. Electronic signatures shall constitute acceptable, binding signatures for purposes of the Agreement.
20. Entire Agreement. The Agreement, including **Attachment A** through **Attachment D**, constitutes the entire Agreement between the Parties.
21. Costs. The Parties will bear their own costs and attorneys' fees associated with the litigation, except as provided in Paragraph 20.
22. Compliance Disputes. The Parties shall endeavor in good faith to informally resolve any differences regarding the interpretation of and compliance with the Agreement prior to bringing such matters to the Court for resolution. However, if Burlington violates the Agreement, the United States may seek any and all available remedies for those violations, including: moving the Court to restore this action to the active docket of this Court for purposes of resolution of any such claim for breach; or filing a separate action for breach of the Agreement, or any provision thereof, in the United States District Court for the District of New Jersey. In the event the United States reinstates this action, or initiates any lawsuit to remedy a breach of the Agreement, the United States may seek any remedy authorized by law or equity,

including civil contempt proceedings, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

23. Jurisdiction and Venue for Compliance Disputes. The District of New Jersey shall have exclusive jurisdiction and venue for any dispute concerning the Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

24. No Waiver. Failure of the United States to insist upon strict performance of any provision of the Agreement will not be deemed a waiver of the United States' rights or remedies or a waiver by the United States of any default by Defendants in performance or compliance with any terms of this Agreement.

25. Time Limits. Any time limits for performance imposed by the Agreement may be extended by mutual written agreement of the Parties. The Parties may also agree in writing to minor modifications to the provisions of the Agreement. Any other modifications to the provisions of the Agreement must be approved by the Court.

26. Authority. The individuals signing the Agreement represent that they are authorized to do so on behalf of the respective individual or entity for which they have signed.

27. Counterparts. The Agreement may be executed in several counterparts, with a separate signature for each party. All such counterparts and signature pages, together, shall be considered one document.

28. Termination of Litigation Hold. The Parties agree that, as of the Effective Date, litigation is not reasonably foreseeable concerning the matters described in the Complaint and the Agreement. To the extent any Party implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, they are no longer required to maintain such litigation hold.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: May 29, 2026

ROBERT FRAZER
United States Attorney



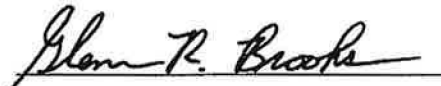
SUSAN MILLENKY
Assistant United States Attorney
970 Broad Street
Newark, New Jersey 07102
(973) 645-2700
susan.millenky@usdoj.gov

**FOR DEFENDANT BURLINGTON PRESERVATION ASSOCIATES, LLC D/B/A
MILLSTREAM & MAPLEWOOD APARTMENTS**

Dated: May 28, 2026

Burlington Preservation Associates, LLC
By: Glenn R. Brooks, RHPA Manager

[Client name]



[Client signature block]

David J. Byrne, Esq.

[Attorney name]



[Attorney signature block]

David J. Byrne, Esq.
ANSELL GRIMM & AARON, P.C.
Po Box 7588
Princeton, NJ 08540

Attachment A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

BURLINGTON PRESERVATION
ASSOCIATES, LLC D/B/A MILLSTREAM
& MAPLEWOOD APARTMENTS; ARBOR
MANAGEMENT, LLC; and LEON N.
WEINER & ASSOCIATES, INC.,

Defendants.

Civil Action No. 1:24-cv-10471
(RMB) (MJS)

**Stipulation and Proposed Order
of Dismissal of Burlington
Preservation Associates, LLC**

WHEREAS, the United States and Burlington Preservation Associates, LLC d/b/a "Millstream & Maplewood Apartments" have voluntarily agreed to resolve the United States of America's claims in the above-captioned matter by entering into a Settlement Agreement;

IT IS HEREBY STIPULATED AND AGREED by and between the United States of America and Burlington Preservation Associates, LLC, through their respective counsel, that all of the United States of America's claims against Burlington Preservation Associates, LLC are dismissed with prejudice and without costs, attorneys' fees, expenses, or disbursements to either party.

IT IS SO ORDERED this _____ day of _____, 2026.

**HONORABLE RENÉE MARIE BUMB
CHIEF UNITED STATES DISTRICT
JUDGE**

For Plaintiff the United States of America:

May 29
Dated: _____, 2026

ROBERT FRAZER
United States Attorney



SUSAN MILLENKY
Assistant United States Attorney
970 Broad Street
Newark, New Jersey 07102
(973) 645-2700
susan.millenky@usdoj.gov

For Defendant Burlington Preservation Associates, LLC, d/b/a "Millstream & Maplewood Apartments"

Dated: May 28, 2026

David J. Byrne, Esq.

[Attorney name]

[Attorney signature block]

David J. Byrne, Esq.
A. SELL GRIMM & AARON, P.C.
Po Box 7588
Princeton, NJ 08540

Attachment B

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,

Plaintiff,

v.

BURLINGTON PRESERVATION
ASSOCIATES, LLC D/B/A MILLSTREAM
& MAPLEWOOD APARTMENTS; ARBOR
MANAGEMENT, LLC; and LEON N.
WEINER & ASSOCIATES, INC.,

Defendants.

Civil Action No. 1:24-cv-10471
(RMB) (MJS)

**Notice of Dismissal and
Proposed Order as to Arbor
Management, LLC**

IT IS HEREBY NOTICED and ORDERED that the United States of America's claims against Arbor Management, LLC ("Arbor") are dismissed and released with prejudice, without costs, attorneys' fees or disbursements to any of the parties. This dismissal operates also as a mutual release of claims, if any, between Arbor and Roberto Landrau-Vega related to Roberto Landrau-Vega's occupancy in a residential rental property located at 18 Jones Mill Road, Wrightstown, New Jersey, having accrued up to the filing date of this notice of dismissal.

IT IS SO ORDERED this _____ day of _____, 2026.

**HONORABLE RENÉE MARIE BUMB
CHIEF UNITED STATES DISTRICT
JUDGE**

For Plaintiff the United States of America:

Dated: May 29, 2026

ROBERT FRAZER
United States Attorney

Susan Millenky

SUSAN MILLENKY
Assistant United States Attorney
970 Broad Street
Newark, New Jersey 07102
(973) 645-2700
susan.millenky@usdoj.gov

For Defendant Arbor Management LLC

Dated: May 28, 2026

David J. Byrne, Esq.

[Attorney name]

[Attorney signature block]

David J. Byrne, Esq.
ANSELL GRIMM & AARON, P.C.
Po Box 7588
Princeton, NJ 08540

Attachment C

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,

Plaintiff,

v.

BURLINGTON PRESERVATION
ASSOCIATES, LLC D/B/A MILLSTREAM
& MAPLEWOOD APARTMENTS; ARBOR
MANAGEMENT, LLC; and LEON N.
WEINER & ASSOCIATES, INC.,

Defendants.

Civil Action No. 1:24-cv-10471
(RMB) (MJS)

**Notice of Dismissal and
Proposed Order as to Leon N.
Weiner & Associates, Inc.**

IT IS HEREBY NOTICED and ORDERED that the United States of America's claims against Leon N. Weiner & Associates, Inc. ("LNWA") are dismissed and released with prejudice, without costs, attorneys' fees or disbursements to any of the parties. This dismissal operates also as a mutual release of claims, if any, between LNWA and Roberto Landrau-Vega related to Roberto Landrau-Vega's occupancy in a residential rental property located at 18 Jones Mill Road, Wrightstown, New Jersey, having accrued up to the filing date of this notice of dismissal.

IT IS SO ORDERED this _____ day of _____, 2026.

HONORABLE RENÉE MARIE BUMB
CHIEF UNITED STATES DISTRICT
JUDGE

For Plaintiff the United States of America:

Dated: May 29, 2026

ROBERT FRAZER
United States Attorney



SUSAN MILLENKY
Assistant United States Attorney
970 Broad Street
Newark, New Jersey 07102
(973) 645-2700
susan.millenky@usdoj.gov

For Defendant Leon N. Weiner & Associates, Inc.

Dated: May 28, 2026

David J. Byrne, Esq.

[Attorney name]

[Attorney signature block]

David J. Byrne, Esq.
Chairman, Community Association Practice Group
ANSELL GRIMM & AARON, P.C.
Po Box 7568
Princeton, NJ 08540

Attachment D

RELEASE

In consideration for and contingent upon payment of the sum of \$62,500 in accordance with the Settlement Agreement executed by the United States and Burlington Preservation Assocs., Inc. in the matter of *United States of America v. Burlington Preservation Assocs. Inc., et al.*, No. 1:24-cv-10471 (D.N.J.), and in consideration for the releases in the dismissal notices set forth in Attachments B and C of the Settlement Agreement concerning both Arbor Management LLC and Leon N. Weiner & Associates, Inc., I, Roberto Landrau-Vega, hereby release and forever discharge Burlington Preservation Associates, LLC, Arbor Management, LLC and Leon N. Weiner & Associates, Inc., and their agents, employees, representatives, successors, and assigns, from any and all liability for any claims, legal or equitable, I may have against them arising out of the facts underlying the claims alleged in this action as known on the date of the execution of the Settlement Agreement. I fully acknowledge and agree that this release shall bind my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Date: _____

Roberto Landrau-Vega