

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW HAMPSHIRE**

<b>UNITED STATES OF AMERICA,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Civ. No. 08-469</b>
	)	
<b>HOMESTEAD BUILDING AND</b>	)	
<b>DEVELOPMENT, INC.</b>	)	
<b>a/k/a Homestead Building and</b>	)	
<b>Development Corp. AND</b>	)	
<b>PETER DAIGLE,</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

**COMPLAINT**

1. This action is brought by the United States to enforce provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.*

**JURISDICTION AND VENUE**

2. This court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345 and 42 U.S.C. § 3614(b)(2).

3. Venue is proper under 28 U.S.C. § 1391(b).

**PARTIES**

4. The United States is the plaintiff in this action on behalf of the United States Department of Housing and Urban Development (“HUD”).

5. Defendant Homestead Building and Development, Inc., a/k/a Homestead Building and Development Corp. (“Homestead”) is a Massachusetts corporation that does business in New

Hampshire. Defendant Peter Daigle (“Daigle”) is an attorney who resides in Massachusetts. Daigle also serves as President of Homestead. Homestead owns real property in Nottingham, New Hampshire that Homestead and Daigle have sought to develop for resale.

#### THE DEFENDANT’S CONDUCT

6. On or about February 9, 2007, Gary and Tessie Howard (“complainants”) filed an administrative complaint with HUD on behalf of themselves and their minor children alleging that defendants Homestead, Daigle, and another individual discriminated against them on the basis of handicap by refusing to sell them a home in Nottingham, New Hampshire that the defendants had contracted to build. The complainants alleged that the defendants refused to sell them the home after the defendants learned that one of the Howards’ children had a disability.

7. After the complainants filed their administrative complaint but before HUD issued a determination of reasonable cause or a charge of discrimination, the parties entered into a Conciliation Agreement through the HUD conciliation process as provided for in 42 U.S.C. § 3610(b). That Agreement became effective on May 9, 2007, when it was approved by HUD.

8. The Conciliation Agreement required the defendants to pay the complainants \$35,000.00. The first payment of \$5,000.00 was due within 10 days of the signing of the Agreement. The remaining payments were to be made in \$5,000.00 monthly increments beginning on June 1, 2007, and ending on November 1, 2007.

9. The Conciliation Agreement provides that HUD will determine whether the parties to the Agreement have complied with its terms.

10. Defendants Homestead and Daigle have not complied with the terms of the Conciliation Agreement. As of the date of this filing, they have paid \$25,000.00 to the

complainants and have failed to pay the remaining \$10,000.00 that they agreed to pay at the time they executed the Conciliation Agreement.

11. On May 19, 2008, HUD's Fair Housing and Equal Opportunity Office in Boston, Massachusetts sent a demand letter to Daigle notifying him of the breach of the Conciliation Agreement and advising him that failure to comply with the Agreement's terms would result in a referral of this matter to the United States Department of Justice for enforcement. On or about June 17, 2008, Daigle contacted HUD by telephone and advised that he was not in a position to pay any of the remaining money that was owed to the complainants.

12. Accordingly, on August 12, 2008, HUD referred the matter to the Attorney General for enforcement of the Conciliation Agreement, pursuant to 42 U.S.C. §§ 3610(c) and 3614(b)(2)(A).

13. Complainants Gary and Tessie Howard are "aggrieved persons" as defined in 42 U.S.C. § 3602(i), and have suffered injuries as a result of defendants' breach of the Conciliation Agreement.

WHEREFORE, the United States prays that the Court:

1. Enforce the Conciliation Agreement and require that defendants immediately pay Gary and Tessie Howard \$10,000.00, pursuant to 42 U.S.C. §§ 3614(d)(1)(A), (B);
2. Award monetary damages to Gary and Tessie Howard, pursuant to 42 U.S.C. § 3614(d)(1)(B); and
3. Assess a civil penalty against the defendants to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C).

The United States further prays for such additional relief as the interests of justice may require.

Respectfully submitted:

THOMAS P. COLANTUONO  
United States Attorney

By: /s/ John J. Farley  
John J. Farley  
(N.H. Bar No. 16934)  
Assistant United States Attorney  
53 Pleasant Street  
Concord, NH 03301  
(603) 225-1552  
[John.Farley@usdoj.gov](mailto:John.Farley@usdoj.gov)

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