

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

|  |   |                         |
|--|---|-------------------------|
| UNITED STATES OF AMERICA,                  | ) |                         |
|  | ) |                         |
| Plaintiff,                                 | ) | CASE NO. 1:13-cv-538-JL |
|  | ) |                         |
| v.   | ) |                         |
|  | ) |                         |
| BRUCE R. EDWARDS, as Trustee of The Bruce  | ) |                         |
| Edwards Revocable Trust of 2004 and in his | ) |                         |
| personal capacity,                         | ) |                         |
|  | ) |                         |
| Defendant.                                 | ) |                         |
| _____                                      | ) |                         |

**AMENDED CONSENT ORDER**

**I. BACKGROUND**

1. The United States initiated this action on December 16, 2013, on behalf of Gerard Suarez, pursuant to the Fair Housing Act, 42 U.S.C §§ 3612(o) and 3614(a).

2. On June 3, 2013, Mr. Suarez filed a timely housing discrimination complaint with the U.S. Department of Housing and Urban Development (“HUD”). On September 26, 2013, after conducting an investigation, HUD charged Bruce R. Edwards, as Trustee of The Bruce R. Edwards Revocable Trust of 2004 and in his personal capacity, with discriminating on the basis of familial status, in violation of the Fair Housing Act, 42 U.S.C. § 3604(b) and (c). On October 16, 2013, Mr. Suarez elected to have these claims heard in federal court pursuant to 42 U.S.C. § 3612(a).

3. The Jayjec Apartments, located in Jaffrey, New Hampshire, consist of two independent apartment units and a boarding house with seven bedrooms, a shared kitchen, and two shared bathrooms.

4. The Bruce R. Edwards Revocable Trust of 2004 owns the Jayjec Apartments, and Defendant Bruce R. Edwards acts as its Trustee. Defendant Edwards operates and manages the apartments, including the boarding house.

5. The United States, in its Complaint, alleges that Defendant had a “no children” policy for prospective tenants in his boarding house which he communicated to Mr. Suarez orally and in writing, and subjected Mr. Suarez to different terms and conditions of rental because of his familial status, in violation of 42 U.S.C. § 3604(b) and (c). The United States also alleges that Defendant’s conduct constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, or a denial to a group of person of rights granted by the Fair Housing Act that raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

6. The parties stipulate that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3612(o) and 3614(a).

7. In an effort to avoid costly litigation, the parties have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against Defendant without the necessity of a hearing on the merits and without admission of liability or wrongdoing on the part of Defendant.

**Wherefore, it is ORDERED, ADJUDGED and DECREED:**

**II. GENERAL INJUNCTION**

8. Defendant, along with his agents, employees, successors, and all persons in active concert with Defendant in his ownership, operation, or management of rental housing, are enjoined from:

a. discriminating against any person in terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status in violation of 42 U.S.C. § 3604(b); and

c. making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on familial status in violation of 42 U.S.C. § 3604(c).

**III. NOTICE TO PUBLIC OF NONDISCRIMINATION POLICY**

9. Within thirty (30) days of the date of entry of this Consent Order, Defendant shall take the following steps to notify the public of his non-discrimination policy:

a. Post and prominently display in the boarding house and all offices or areas Defendant may currently or subsequently use for the rental of dwellings, a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

b. Include the following written statement in all advertisements for rentals, including advertisements in newspapers, internet webpages, flyers, handouts, telephone directories and other written materials, and all rental applications and

all leases: “We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status (having children under age 18), or national origin.”

#### **IV. MANDATORY TRAINING**

10. Within ninety (90) days of the date of entry of this Consent Order, Defendant shall attend an educational program that will offer instruction regarding his obligations under this Order and the federal Fair Housing Act. Defendant shall pay the cost of this educational program. The United States shall review and approve the content and form of the program in advance of the training. The trainer or training entity shall be qualified to perform such training and independent of Defendant or his counsel.

11. Any new employees hired to work with or for Defendant who will perform management or administrative duties with respect to the rental of housing owned and/or managed by Defendant will attend fair housing training within thirty (30) days of the start of their employment. Defendant shall bear the costs associated with this training.

12. Within ten (10) days of completing the training, Defendant, and any newly hired employees as specified in Paragraph 10, shall certify that they have participated in the educational training program, and that they understand and acknowledge their duties and responsibilities under this Order and the federal Fair Housing Act, by completing an acknowledgement in the form of Appendix A to this Order.

#### **V. REPORTING AND RECORD KEEPING REQUIREMENTS**

13. Within one hundred twenty (120) days of the date of entry of this Consent Order, and thereafter on the anniversary of the date of entry of this Consent Order, Defendant shall submit to counsel for the United States a compliance report, except that the final report shall be

submitted sixty (60) days prior to the anniversary of the date of entry of this Consent Order.<sup>1</sup>

The compliance report shall include: (a) copies of any training certifications completed as required by Paragraph 11; (b) copies of any advertising for rental housing owned and/or managed by Defendant in newspapers, in telephone directories, on radio, on television, on the internet, or in other media published since the submission of the prior report; and (c) photographs showing the Nondiscrimination Policy described in Paragraph 8 posted and prominently displayed in Defendant's boarding house and office or leasing areas. If at any time during the duration of this Consent Order Defendant is no longer the owner and/or manager of any residential rental property, upon notification to the United States, Defendant will no longer be required to submit annual compliance reports.

14. Defendant shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against Defendant regarding familial status discrimination. If the complaint is written, Defendant shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of such complaint.

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<sup>1</sup> All correspondence required to be sent to the United States under the provisions of this Order shall be sent to Chief, Housing and Civil Enforcement Section, U.S. Department of Justice, Attn: DJ # 175-47-41, at the following addresses:

Regular U.S. Mail: 950 Pennsylvania Avenue, N.W. – G Street  
Washington, D.C. 20530  
Overnight Mail: 1800 G Street, N.W.  
Suite 7067  
Washington, D.C. 20006

15. Defendant shall preserve all records related to this Consent Order and to the rental housing he operates. Such documents include, but are not limited to, advertisements, applications, leases, and tenant files. Upon reasonable notice to Defendant, representatives for the United States shall be permitted to inspect and copy any records related to this Consent Order so as to determine compliance with the Consent Order, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendant.

16. The United States may take steps to monitor Defendant's compliance with the Consent Order including, but not limited to, conducting fair housing tests at the rental housing operated by Defendant to determine if Defendant is violating any part of this Order.

#### **VI. RELIEF FOR GERARD SUAREZ**

17. Defendant will pay Gerard Suarez a total sum of Five Thousand Three Hundred Eighty-Five Dollars and Fifty Cents (\$5,385.50) in settlement of the case. Upon entry of this Order, Defendant will immediately forgive all unpaid rent and fees owed by Mr. Suarez to Defendant in the amount of Two Thousand Eight Hundred Eighty-Five Dollars and Fifty Cents (\$2,885.50). In addition, within thirty (30) days of entry of this Order, Defendant shall deliver a check payable to Gerard Suarez in the amount of Two Thousand Five Hundred Dollars (\$2,500) to the United States at the address listed above in footnote 1.

18. Upon receipt of an executed release (attached as Appendix B) of all claims, legal or equitable, that Gerard Suarez may have against Defendant relating to the claims asserted in this lawsuit, the United States will forward the check to Mr. Suarez. The United States shall send to the executed the release to Defendant.

## **VII. CIVIL PENALTY**

19. Within thirty (30) days of the date of entry of this Consent Order, Defendant shall pay a total of Two Hundred Fifty Dollars (\$250) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

20. In the event that Defendant or any of his officers, agents, or employees are found liable for any future violation of the Fair Housing Act, such violation shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

## **VIII. SCOPE AND DURATION OF CONSENT ORDER**

21. The provisions of this Consent Order shall apply to Defendant, his employees, agents, successors, and all persons acting in active concert or participation with him.

22. This Order is effective immediately upon its entry by the Court and shall remain in effect for three (3) years from the date of entry.

23. The Court shall retain jurisdiction over this action for all purposes related to the enforcement of this Order throughout its term. Upon entry of this Order, the case shall be administratively closed.

24. The United States may move the Court to extend the period in which this Order is in effect if it believes that Defendant has likely violated one or more terms of this Order or if the interests of justice otherwise require an extension.

25. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event that Defendant either fail to perform in a timely manner any act required by this Order or act in violation of any provision of this

Order, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages and costs that may have been occasioned by Defendant's action or inaction.

26. Any time period set forth within this Order for the performance of any act may be changed by written agreement of the parties without Court approval.

**IX. COSTS OF LITIGATION**

27. All parties shall be responsible for their own attorney's fees and costs associated with this action.

**X. TERMINATION OF LITIGATION HOLD**

28. The parties agree that, as of the date of the entry of this Order, litigation is not "reasonably foreseeable" concerning the matters described in Paragraphs 1-4. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Paragraphs 1-4, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Consent Order.

**IT IS SO ORDERED:**

This 30th day of December, 2013.

  
\_\_\_\_\_  
**JOSEPH N. LAPLANTE**  
CHIEF DISTRICT COURT JUDGE

By their signatures below, the parties consent to the entry of this Amended Consent Order.

FOR THE UNITED STATES:

Dated December 28, 2013

JOHN P. KACAVAS  
United States Attorney

JOCELYN SAMUELS  
Acting Assistant Attorney General

T. DAVID PLOURDE, NH Bar #2044  
Assistant U.S. Attorney  
Chief, Civil Division  
United States Attorney's Office  
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/s/ Carrie Pagnucco  
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(202) 353-9491/Fax: (202) 514-1116  
[carrie.pagnucco@usdoj.gov](mailto:carrie.pagnucco@usdoj.gov)

FOR THE DEFENDANT:

Dated December 28, 2013

/s/ Kelly E. Dowd  
KELLY E. DOWD  
Bragdon, Dowd & Kossayda, P.C.  
82 Court Street  
P.O. Box 465  
Keene, NH 03431  
Phone: (603) 357-4800  
Fax: (603) 357-4825  
[kdowd@bragdonlaw.com](mailto:kdowd@bragdonlaw.com)

**APPENDIX A**

**TRAINING CERTIFICATION**

On \_\_\_\_\_, 2014, I, \_\_\_\_\_, successfully completed training on the federal Fair Housing Act. I certify that I fully understand my obligations under the Consent Order entered in *United States v. Edwards*, Civil Action No. 1:13-538 (D.N.H.).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**APPENDIX B**  
**RELEASE OF CLAIMS**

In consideration of the parties' agreement to the terms of the Consent Order entered in *United States v. Edwards*, Civil Action No. 1:13-538 (D.N.H.), Defendant's determination to forgive all unpaid rent that I owe, in the amount of Two Thousand Eight Hundred Eighty-Five Dollars and Fifty Cents (\$2,885.50), and Defendant's payment to me of Two Thousand Five Hundred Dollars (\$2,500), I, Gerard Suarez, hereby release the defendant named in this action, Bruce R. Edwards, as Trustee of the Bruce R. Edwards Revocable Trust of 2004 and in his personal capacity, from any and all liability for any claims, legal or equitable, I may have against him arising out of the issues alleged in the action. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
SIGNATURE

NAME: Gerard Suarez

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_