

JD

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

11 6140

United States, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Breckenridge Plaza, Inc., and )  
 Morris Zelikovsky, )  
 )  
 Defendants. )

CASE NO. \_\_\_\_\_

FILED

NOV - 4 2011

MICHAEL C. KUNZ, Clerk  
By \_\_\_\_\_ Dep. Clerk

CONSENT ORDER

**I. INTRODUCTION**

1. This action was filed by the United States to enforce the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.*
2. Defendant Breckenridge Plaza, Inc., owns the Breckenridge Plaza Apartments, a ninety-one-unit apartment complex located at 495 Nutt Road, Phoenixville, Pennsylvania, and Defendant Morris Zelikovsky manages and operates the Breckenridge Plaza Apartments on behalf of Breckenridge Plaza, Inc.
3. The United States alleges that between on or about October 1, 2009, and February 28, 2010, Defendants Breckenridge Plaza, Inc., and Morris Zelikovsky posted a series of

advertisements. In response to the Defendants' advertisements, the Fair Housing Council of Suburban Philadelphia conducted a series of tests between October 2009 and March 2011 to evaluate the Defendants' compliance with the Fair Housing Act. Testing is the simulation of a housing transaction that compares responses given by housing providers to different types of home-seekers to determine whether illegal discrimination is occurring.

4. The United States alleges that the Defendants made statements with respect to the sale or rental of dwellings that indicate a preference, limitation, or discrimination based on familial status in violation of Section 804(c) of the Fair Housing Act, 42 U.S.C. § 3604(c).
5. The United States alleges that the testing conducted by the Fair Housing Council of Suburban Philadelphia established that the Defendants refused to negotiate for the rental of, or otherwise made unavailable or denied a dwelling to a person on the basis of familial status, in violation of Section 804(a) of the Fair Housing Act, 42 U.S.C. § 3604(a); and discriminated in the terms, conditions, or privileges of rental of a dwelling because of familial status, in violation of Section 804(b) of the Fair Housing Act, 42 U.S.C. § 3604(b).
6. In response to the Defendants' conduct, the Fair Housing Council of Suburban Philadelphia paid for an advertising and educational campaign to combat the effects of the Defendants' conduct.
7. On or about October 21, 2009, the Fair Housing Council of Suburban Philadelphia filed a

complaint with the United States Department of Housing and Urban Development (HUD) alleging that the Defendants discriminated in violation of the Fair Housing Act on the basis of familial status. As required by the Fair Housing Act, 42 U.S.C. §§ 3610(a) and (b), the Secretary of HUD conducted an investigation of the Fair Housing Council of Suburban Philadelphia's complaint, attempted conciliation without success, and prepared a final investigative report. Based on the information gathered in his investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to believe that illegal discriminatory housing practices had occurred. On or about July 20, 2011, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g), charging the Defendants with discrimination on the basis of familial status.

8. On August 4, 2011, the Defendants elected to have the claims asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant to 42 U.S.C. § 3612(a).
9. On or about August 5, 2011, a HUD Administrative Law Judge issued a Notice of Election and terminated the administrative proceedings on the HUD complaint filed by the Fair Housing Council of Suburban Philadelphia.
10. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action, pursuant to 42 U.S.C. § 3612(o).
11. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614. Venue is proper under 28 U.S.C. § 1391(b) as the claims alleged herein arose in the Eastern District of Pennsylvania.

12. The Defendants deny the allegations in the United States' Complaint.
13. The United States and the Defendants have agreed that to avoid protracted and costly litigation, this lawsuit should be resolved without a trial. Therefore, the parties consent to the entry of this Consent Order, as shown by the signatures below.

**ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

## **II. GENERAL INJUNCTION**

14. Defendants, and all other persons in active concert or participation with them, are enjoined, with respect to the rental or sale of dwellings,<sup>1</sup> from:
  - a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a dwelling, or otherwise making unavailable or denying a dwelling to any person because of familial status;
  - b. Discriminating against any person in the terms, conditions, or privileges of the rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status; and
  - c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, on the basis of familial status.
15. The provisions of Paragraph 14 apply to: (a) all residential dwellings offered for rent or

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<sup>1</sup> The term "dwellings" has the meaning set out in the Fair Housing Act, 42 U.S.C. §3602(b).

sale in which Defendants have, or in the future acquire, an ownership or management interest; (b) all dwellings offered for rent or sale where Defendants act in any way as an agent for the owner(s) thereof; and (c) any dwelling from which Defendants are to receive any portion of the proceeds of the sale or rental thereof. Attached as Appendix A hereto is a list of all dwellings in which Defendants have an ownership or management interest; serve(s) as an agent for the owner(s) of; or from which the Defendant(s) is to receive any portion of the proceeds of the sale or rental thereof as of the date of this Order ("Subject Properties"). Defendants certify under penalty of perjury that Appendix A is an accurate and complete list of currently covered dwellings.

### **III. NONDISCRIMINATION POLICY**

16. Upon entry of this Consent Order, Defendants shall implement the Nondiscrimination Policy appearing at Appendix B at the Subject Properties.
17. For the duration of this Consent Order, the Defendants shall not impose any limitation(s) on the occupancy of any dwelling unit that are more restrictive than those contained in applicable state or local regulations, nor shall the Defendants offer reduced rental rates or discounts, of any kind, for units to be occupied by fewer than the maximum number of persons permitted to occupy a unit under applicable state or local regulations.
18. Within 15 days of the entry of the Consent Order, Defendants shall distribute the Nondiscrimination Policy to all of their current tenants, employees, agents, and anyone acting under the direction of the Defendant(s), who has responsibility for showing, renting, managing, or operating any and all dwelling units at the Subject Properties.

Defendants shall review this policy, along with a question and answer session, with each employee, agent, or anyone acting under their direction, on an annual basis thereafter.

19. Within 15 days of the entry of this Consent Order, Defendants shall take the following steps to notify the public of their Nondiscrimination Policy:
  - a. Prominently post at all rental offices that Defendant(s) currently or subsequently use for the rental of dwellings, a fair housing sign no smaller than ten (10) inches by fourteen (14) inches that indicates that all apartments are available for rent on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement;
  - b. Whenever any dwelling unit at any of the Subject Properties is available for rent, the Defendant(s) shall prominently post an easily readable "For Rent" or "Vacancy" sign or notice at the apartment building in which the dwelling unit is available. The sign or notice shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo. Such slogan and logo shall be prominently displayed and easily readable;
  - c. Include the words "Equal Housing Opportunity" and/or the fair housing logo in all rental advertising conducted by Defendants, or their agents or employees, in newspapers, flyers, handouts, telephone directories and other written materials; on radio, television, internet or other media broadcasts; and on all billboards, signs, pamphlets, brochures and other promotional literature, provided that this requirement does not compel

Defendants to advertise in any of these media, but does require compliance with this provision whenever Defendants so advertise. The words and/or logo shall be prominently placed and easily readable;

- d. Include the following phrase in the standard rental application and the standard rental agreement used for rental dwelling units in boldface type, using letters of equal or greater size to those of the text in the body of the document:

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

#### IV. TRAINING

20. Within 30 days of the entry of this Consent Order, Defendants shall provide a copy of this Order to its agents and employees involved in showing, renting, managing, or operating any dwelling unit at the Subject Properties. Defendants shall secure a signed statement from each such agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the Policy. This statement shall be in the form of Appendix C.
21. During the term of this Consent Order, within 30 days after each new agent or employee becomes involved in showing, renting, or managing units at the Subject Properties, Defendants shall provide a copy of this Consent Order and the Nondiscrimination Policy

to each such agent or employee and secure a signed statement from each agent or employee acknowledging that he or she has received and read the Consent Order and the Nondiscrimination Policy, has had the opportunity to have questions about the Consent Order and Nondiscrimination Policy answered, and agrees to abide by the relevant provisions of the Consent Order and the policy. This statement shall be in the form of Appendix C.

22. Within 90 days from the date of entry of this Consent Order, Defendants and their managers, agents, and employees shall undergo in-person training, of at least two hours duration, on the Fair Housing Act, with specific emphasis on discrimination on the basis of familial status. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and any expenses associated with this training shall be borne by Defendants. Each individual who receives the training shall execute the Certificate of Training and Receipt of Consent Order, appearing at Appendix D.
23. At a minimum, the training required in the preceding paragraph shall consist of the following:
  - a. Instruction on the requirements of all applicable federal and state housing discrimination laws; and
  - b. A question and answer session for the purpose of reviewing the foregoing areas.
24. All persons responsible for renting, managing, and/or operating dwelling units at the



Subject Properties must receive the fair housing training, described in Paragraphs 22 and 23, within 90 days of entry of this Consent Order or within 30 days of beginning their work as manager(s), whichever shall occur later.

**V. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

25. Within 30 days from the date of entry of this Consent Order, Defendants shall develop and submit to the United States, with respect to the Subject Properties, objective, uniform, non-discriminatory standards and procedures for informing persons about and showing available dwelling units to prospective tenants. Such standards and procedures shall be approved by the United States in advance of their implementation and shall be consistent with the provisions of this Section. Within 5 days of when the United States approves the standards and procedures, Defendants shall implement and prominently display them in any office where there is rental activity and/or personal contact with applicants. Defendants shall make available a copy of these standards and procedures upon request to any applicant for the rental of a dwelling. For the duration of this Consent Order, these standards and procedures may be modified only if written notice is given to counsel for the United States 30 days before the proposed modifications are to take effect and the United States makes no objection thereto.
26. The nondiscriminatory standards and procedures discussed in Paragraph 25, above, shall include the use of the following documents, which Defendants shall update as new information becomes available, and retain for the duration of the Consent Order:

- a. Guest Cards: Defendants shall ensure that, for all prospective tenants who inquire in person about dwelling units, a Guest Card is completed, either by the prospective tenant and/or the Defendants, that contains:
  - i. The date of the prospective tenant's visit and, when the prospective tenant agrees to provide the information, the prospective tenant's name, address, daytime, and evening telephone numbers;
  - ii. The familial status of the prospective tenant, based on the good-faith observation of Defendants or their employee or agent;
  - iii. The apartment size the prospective tenant requests and the date on which the prospective tenant wishes to move;
  - iv. Whether the prospective tenant filled out an application;
  - v. Whether the prospective tenant was invited to see available dwelling units and the address and unit number of each one shown and, if not shown, an explanation why not; and
  - vi. The names of all employees/agents who assisted the prospective tenant.
  
- b. Availability List: Defendants shall ensure that they maintain and timely update an Availability List that includes the addresses and unit numbers of all dwelling units known to be available or reasonably expected to be available for rental within 30 days, including the date either Defendant or Defendant's agent was first informed each would be

available for rental and the first date it would be available for rental or occupancy by a new tenant. Defendants, their agents, and their employees shall share the complete information on the Availability List with each person who visits or calls to inquire about the availability of dwelling units.

- c. Rental Applications: Defendants, their agents, and their employees shall provide and process rental applications on a non-discriminatory basis and shall maintain all rental applications, whether deemed complete or incomplete, and any correspondence about the availability of dwelling units.
- d. Waiting Lists: Defendants, their agents, and their employees shall maintain waiting lists in a non-discriminatory manner and develop uniform standards for selecting individuals from the list, whether formally or informally maintained.

## VI. COMPLIANCE TESTING

- 27. The United States may take steps to monitor Defendants' compliance with this Consent Order including, but not limited to, conducting fair housing tests at any office(s) or locations at which the Defendant(s) conduct rental activities.

## VII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

28. Defendants shall, no later than 15 days after occurrence, provide to the United States notification and documentation of the following events:<sup>1</sup>
- a. Any change to the rules or practices regarding the nondiscrimination policy discussed in Paragraph 17-19 or the nondiscriminatory standards and procedures discussed in Paragraphs 25 and 26;
  - b. Notice of the acquisition of an indirect or direct ownership, financial, or management interest in any additional dwelling(s) for rent;
  - c. Proof of notification of the nondiscrimination policy described in paragraphs 17-19, including executed copies of the Acknowledgment forms, appearing at Appendix C;
  - d. Any written or oral complaint against any of the Defendants, or any of Defendants' agents or employees, regarding discrimination in housing. If the complaint is written, the Defendant(s) 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. The Defendant(s) shall also promptly provide the United States all information it may request concerning any such complaint and shall

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<sup>1</sup> All documents or other communications required by this Consent Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street N.W., Suite 7002, Washington, D.C. 20006,

inform the United States within 15 days of the substance of any resolution of such complaint; and

- e. Any advertisements published in local newspapers pursuant to Paragraph 19.

29. Within 90 days of the date of entry of this Consent Order, and every 6 months thereafter for the duration of this Consent Order, Defendants shall deliver to counsel for the United States a report containing information about their compliance efforts during the preceding reporting period, including but not limited to:

- a. Executed copies of Appendices C and D;
- b. Notification and documentation of the adoption and implementation of the nondiscriminatory standards and procedures discussed in Paragraphs 17-19;
- c. Photographs of each office in which rental activity is conducted, showing the fair housing signs and Nondiscrimination Standards and Procedures, pursuant to Section III of this Order;
- d. Copies of rental applications guest cards, availability lists, rental applications, and other information recorded by any means related to any inquiries regarding the availability of rental dwellings, maintained pursuant to Section V of this Order;

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Attn: DJ 175-62-394, or as otherwise directed by the United States. Facsimile transmissions shall be sent to (202) 514-1116.

- e. A list of all rental properties in which Defendants or their members have an ownership or management interest, in whole or in part, including the street address, the number of rental units at each property, and a description of the interest in the property; and
- f. Notification of any purchase, inheritance, or acquisition of dwellings pursuant to Paragraph 32 of this Order.

In addition to the reports required above, the Defendants shall submit a final report to the United States no later than 60 days before the expiration of this Order.

30. During the period in which this Consent Order is in effect, Defendants shall preserve all records that are the source of, contain, or relate to any of the information pertinent to their obligations under this Order, including, but not limited to, all guest cards, availability lists, waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon reasonable notice to counsel for Defendants, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or, upon request by the United States, Defendants shall provide copies of such documents.

#### **VIII. COMPENSATION**

31. Within 90 days after the entry of this Consent Order, Defendants shall send to the Fair Housing Council of Suburban Philadelphia, via overnight delivery, a check made payable to the Fair Housing Council of Suburban Philadelphia in the amount of \$15,000 for the purpose of compensating the Fair Housing Council of Suburban Philadelphia, provided that the Defendants shall not be required to deliver payment before the Fair Housing

Council of Suburban Philadelphia has executed and provided to counsel for the United States a written release (in the form of Appendix E) of all claims, legal or equitable, that it might have against Defendants.

**IX. ACQUISITION OR TRANSFER OF INTEREST IN DWELLINGS**

32. If at any time during the term of this Order Defendants acquires an ownership, management, or other financial interest in, either in whole or in part, or are engaged to act in any way as an agent for the owner(s) of any other residential dwelling to be offered for rent or sale in addition to those listed in Exhibit A, the Defendants shall notify the United States in writing at least 30 days before completion of the transaction, providing the name and address of the property. That property shall be subject to the provisions of this Order for its duration. In addition, within 15 days following completion of the transaction, Defendant shall provide the United States a statement specifying the nature of Defendant's interest in the property and stating whether the property will be offered for rent or sale, and a copy of the documents memorializing the transaction.
33. Upon sale of Defendant(s)' interest in a dwelling covered under this Order in an arm's-length transaction, the new owner of the property shall have no obligations under this Order. For the purposes of this Order, an arm's-length transaction is defined as a transaction that has been arrived at in the marketplace between independent, non-affiliated persons or entities, unrelated by blood or marriage, with opposing economic interests regarding that transaction.
34. If any transfer of Defendant's interest in any dwelling covered by this Order is not an

arm's-length transaction, Defendant and the new owner(s) shall remain jointly and severally liable for any violations of this Order for its duration.

**X. NON-COMPLIANCE WITH CONSENT ORDER**

35. By agreeing to entry of this Consent Order, the United States and Defendant agree that in the event Defendant engages in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). This provision applies to any future violation, whether resolved voluntarily or through judicial proceedings.
36. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.
37. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages,



costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

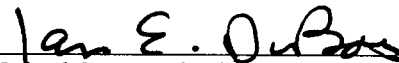
#### **XI. TIME FOR PERFORMANCE**

38. This Order shall be in effect for a period of 3 years from the date of its entry, subject to the provisions of Paragraphs 36 and 39, after which time the case shall be dismissed with prejudice.
39. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Order or until such time as the Court indicates through written order that it has not approved the modification.

**XII. COSTS OF LITIGATION**

40. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

Dated: 10/3, 2011

  
United States District Judge

*For the United States:*

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*For Defendant Morris Zelikovsky:*

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*For Defendant Breckenridge Plaza, Inc.:*

s/ Stephen Gehringer  
Stephen F. Gehringer, Esq.  
Law Offices of Bruce Shaw, LLC  
2735 Terwood Road  
Willow Grove, PA 19090

**APPENDIX A**

1. Breckenridge Plaza Apartments, 495 Nutt Road, Phoenixville, PA 19460

**APPENDIX B**

**NONDISCRIMINATION POLICY**

It is the policy of Breckenridge Plaza, Inc., to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, familial status, or sex. This policy means that, among other things, Breckenridge Plaza, Inc., and all its agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants because of familial status. Such agents and employees may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause 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 race, color, religion, national origin, disability, familial status, or sex; or
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-888-799-2085, or the U.S. Department of Justice at 1-800-896-7743 or 202-514-4713.

**APPENDIX C**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I was provided copies of the Consent Order entered by the Court in United States v Breckenridge Plaza, Inc., et. al, Civil Action No. \_\_\_\_\_ (E.D. Pa.), and the Nondiscrimination Policy adopted by the Defendants pursuant thereto. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date



**APPENDIX D**

**EMPLOYEE TRAINING ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I received \_\_\_\_\_  
minutes of in-person training on the requirements of the Fair Housing Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Date

**APPENDIX E**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Order they entered into in the case of United States v. Breckenridge Plaza, Inc., et al., Civil Action No.

\_\_\_\_\_ as approved by the United States District Court for the Eastern District of Pennsylvania, and in consideration for the payment of \$\_\_\_\_\_, I, \_\_\_\_\_, acting with authority for and on behalf of the Fair Housing Council of Suburban Philadelphia, do hereby fully release and forever discharge Breckenridge Plaza, Inc., and Morris Zelikovsky (hereinafter "Defendants"), along with their insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth or related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from alleged housing discrimination that I may have had against any of them for any of Defendants' actions or statements related to those claims through the date of the entry of the Consent Order.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

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I waive any claims I may have against the United States, the Department of Justice, or its agents or employees, arising out of this action. This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

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[Signature]

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[Print Name]