

1 II

2 Subject to the fulfillment by Respondent of each of
3 the obligations set forth in this Agreement, the Division agrees
4 to close complaint CRD No. CRD-2022-0905, and the U.S.
5 Department of Housing and Urban Development (HUD) will close its
6 related dual-filed complaint, HUD NO. . Complainants agree to
7 waive or release all claims against Respondent in any forum with
8 respect to the matters that were alleged in the charge of
9 discrimination numbered CRD No. CRD-2022-0905.

10 III

11 The Division's participation in this Agreement does
12 not reflect any judgment by the Division as to the merits of the
13 complaint referenced in Paragraph II above. Although the
14 Division does not waive its right to process any other complaint
15 against Respondent, the Division does waive its right to file a
16 Divisional complaint against Respondent relating to the matters
17 which were alleged in the complaint in Case No. CRD-2022-0955,
18 except as otherwise provided in this Agreement. The Division
19 has the right to make reasonable inquiry and investigation
20 regarding compliance with this Agreement, including unannounced
21 on-site inspections and record reviews. The Division further
22 has the right to enforce the Agreement through all available
23 means, including but not limited to, the institution of
24 litigation in any court with jurisdiction should Respondent or
25 Complainants fail to comply with any of the terms of this
26 Agreement.

1 IV

2 Respondent agrees that it and its agents will not
3 engage in any discrimination or retaliation of any kind against
4 Complainant or against any other person because he/she has
5 opposed any practice reasonably believed by him/her to be
6 unlawful under A.R.S. § 41-1491 *et seq.*, or because he/she has
7 filed a complaint, given testimony or assistance, or
8 participated in any manner in any investigation or proceeding
9 under the Arizona Fair Housing Act.

10 V

11 Respondent agrees to keep posted at all times in a
12 conspicuous, well-lighted place, a poster which states that
13 discrimination in housing based on race, color, religion, sex,
14 national origin, familial status or disability is prohibited.
15 The fair housing poster, if needed, is located on the Arizona
16 Attorney General's website at [https://www.azag.gov/civil-](https://www.azag.gov/civil-rights/discrimination/housing)
17 [rights/discrimination/housing](https://www.azag.gov/civil-rights/discrimination/housing).

18 VI

19 Respondent confirms that its managers and supervisors
20 receive training consistent with Respondent's anti-
21 discrimination and anti-retaliation policies.

22
23
24 VII

25 The parties agree to the following:
26

1 1. Within ten (10) days of the effective date of this
2 Agreement, Respondent will pay Complainants [REDACTED] and
3 [REDACTED] the sum of five thousand dollars (\$5,000.00).
4 Respondent agrees to issue one check.

5 a. Respondent will send a check made payable to [REDACTED]
6 [REDACTED] [REDACTED] [REDACTED] [REDACTED] for five thousand dollars
7 (\$5,000.00) and mailed to them at [REDACTED]
8 [REDACTED].

9 2. The parties acknowledge that the Division makes no
10 representation to either party concerning the tax
11 consequences, if any, of this provision of the Agreement and
12 that they had the opportunity to consult a tax advisor about
13 the consequences of this award if they wished to do so.

14 3. Within ten (10) days of the effective date of this
15 Agreement, Respondent will write letters to credit agencies
16 requesting removal of credit requests.
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18 VIII
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20 This Agreement constitutes the entire Agreement between
21 the Division, Complainants and Respondent. The Complainants and
22 Respondent acknowledge that the above forms of consideration are
23 contingent on both parties entering into a separate Agreement
24 entitled General Release and Settlement Agreement to which the
25 Division is not a party. The Complainants and Respondent
26 acknowledge that they understand that the Division will not seek

1 enforcement of any term in the General Release and Settlement
2 Agreement not contained in the No Fault Agreement between the
3 Division, the Complainants and Respondent.

4
5 IX

6 Complainants and Respondent agree to pay their own
7 attorneys' fees, if any.

8 X

9 This Agreement will not become effective until it has
10 been reviewed and signed by a Division representative.

11 XI

12 This Agreement may be executed in two or more
13 counterparts, each of which will be deemed an original and
14 together form one Agreement. Facsimiles and pdf versions of
15 this signed Agreement shall be deemed originals.

16 XII

17 The parties represent that they have read this
18 Agreement in its entirety, have had an opportunity to consult
19 with counsel of their own choice, are satisfied that they
20 understand and agree to all of its provisions, have authority to
21 sign this Agreement, or have expressly consented to their
22 counsel to sign on their behalf, and have freely signed this
23 Agreement without coercion.

XIII

This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of the parties hereto.

XIV

Complainants and Respondent agree this No-Fault Settlement Agreement will remain confidential, except for enforcement, to consult with tax advisers, or to the extent required by law. This Agreement may be made public if the Attorney General determines that disclosure is required to further the Arizona Fair Housing Act.

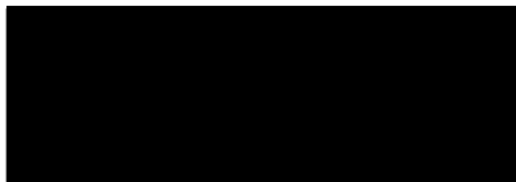
01/28/2023

Date



01/28/2023

Date



1/30/2023

Date

By

Discount Mortgage Advisors, LLC

Respondent

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STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
DIVISION OF CIVIL RIGHTS SECTION



DATE

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