

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
COMPLAINT AFFIDAVIT OF ILLEGAL DISCRIMINATORY PRACTICE

CASE NO: 1850072

DATE: November 14, 2017

For CHRO use

The Complainant's name is Tatiana Sellers with a mailing address of: c/o Attorney Tucker McWeeny, Szilagyi & Daly, 118 Oak Street, Hartford, Connecticut, 06106. Complainant is filing this Complaint through her attorney, Tucker McWeeny of Szilagyi & Daly, 118 Oak Street, Hartford, CT 06106.

The Respondent is Kathryn Martino. Upon information and belief the Respondent represented the owner (Todd Grisham) of real property located at: 7 School Street #5, Norwalk, CT 06851. Upon information and belief, the Respondent has a business address of: 278 Post Road East, Westport, CT 06880. Upon information and belief the Respondent has a home address of: 2 Aviation Court, Norwalk, CT 06884

On or about **November 7th, 2017**, Complainant was discriminated against when the Respondent published a discriminatory statement of preference with respect to Complainant's **Lawful Source of Income** (Section 8 Voucher) in violation of Conn. Gen. Stat. § 46a-64c(a) et seq., Title VIII of the Civil Rights Act of 1968, as enforced through Conn. Gen. Stat. § 46a-58(a). The following theories are claimed by the Complainant: refusal to rent; refusal to negotiate and discriminatory statement.

I provide the following particulars:

1. Complainant's name is Tatiana Sellers and her mailing address is: c/o Attorney Tucker McWeeny, Szilagyi & Daly, 118 Oak Street, Hartford, CT 06106.
2. The Respondent is: Kathryn Martino. The Respondent's business address of: 278 Post Road East, Westport, CT 06880. Upon information and belief the Respondent has a home address of: 2 Aviation Court, Norwalk, CT 06884
3. The Respondent, Kathryn Martino, was acting as an agent for the owner of 7 School Street #5, Norwalk, CT 06851 in November 2017.
4. Complainant has received from the U.S. Department of Housing and Urban Development Office of Public and Indian Housing a Section 8 voucher.
5. The Complainant is actively looking for an apartment in the Stamford-Norwalk area.
6. On or about November 7th 2017, Complainant saw an advertisement on craigslist.com and trulia.com for a two bedroom apartment in Central Norwalk, CT.
7. The advertised rent was \$2200 per month which would have worked for Complainant and her Section 8 voucher.
8. There were pictures of the property included in the advertisement and it was clean, included a two car garage and was located in a nice neighborhood. Upon

information and belief the property advertised on craigslist and trulia was the subject property, 7 School Street #5, Norwalk, CT 06851

9. On or about November 7th, the Complainant reached out to the listing agent identified in the advertisements, Respondent Kathryn Martino.
10. Upon information and belief, Kathryn Martino is a licensed realtor employed by Higgins Group Real Estate at their Westport Connecticut location.
11. When Complainant asked whether the subject unit was still available, the Respondent stated, "Yes the unit is available. What time works for you to view it? Deposit is two month's rent. Thank you, Kathryn."
12. When the Respondent, realtor Kathryn Martino, learned that the Complainant had a two bedroom Section 8 voucher she stated, "Unfortunately, this unit is not approved for Section 8."
13. Upon information and belief, the property is not exempt from Connecticut Fair Housing law. Even if at any point the property were exempt, the exemption was extinguished when the services of a real estate professional, Kathryn Martino, were engaged. The exemption was also extinguished by the direct statement offered by Respondent Kathryn Martino.
14. Upon information and belief this is an illegal statement of preference, a discriminatory statement, and the statement constitutes a refusal to rent and/or negotiate solely because of membership in a protected class.
15. Respondent has discriminated against the Complainant solely because of her lawful source of income (Section 8). She was denied a valuable housing opportunity and suffered emotional distress reading the discriminatory statement.

On behalf of Tatiana Sellers, we request the Connecticut Commission on Human Rights and Opportunities investigate this complaint, secure for her all her rights as guaranteed to me under the above-cited laws and secure for her any remedy to which she may be entitled.

Tucker McWeeny, states that he is the attorney representing the Complainant herein; that he has read the foregoing complaint and knows the content thereof; that the same is true to his own knowledge, except as to matters herein stated on information and belief and that as to these matters he believes the same to be true.

Dated this: 2017 / 11 / 14
Year Month Day



Tatiana Sellers, by her attorney Tucker McWeeny

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Tatiana Sellers

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**PRE-DETERMINATION
CONCILIATION AGREEMENT**

v.

Kathryn Martino

CHRO Case No. **1850072**

Date Filed: **November 14, 2017**

I. INTRODUCTION

- A. WHEREAS, on November 14, 2017, a complaint was filed by **Tatiana Sellers** (hereinafter "COMPLAINANT") against **Kathryn Martino** (hereinafter "RESPONDENT") with the Connecticut Commission on Human Rights and Opportunities and numbered **1850072** alleging a violation of Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq. and Section 46a-81e.
- B. WHEREAS, the complaint alleged, among other things, that unfair housing practices were committed by the RESPONDENT in violation of Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq., Section 46a-81e, enforced through CONN. GEN. STAT. Section 46a-58a, which resulted in COMPLAINANT'S claim of discrimination.
- C. WHEREAS, RESPONDENT maintains that her housing practices comply in all respects with all local, state and federal laws, regulations and rules, including Connecticut Fair Housing Statutes, CONN. GEN. STAT. Section 46a-64c et seq. and/or Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, and the Americans with Disabilities Act of 1990 all as enforced through CONN. GEN. STAT. Section 46a-58a.
- D. WHEREAS, COMPLAINANT, RESPONDENT and the COMMISSION agree that a settlement of all the issues raised in the complaints would best serve the public interest and the respective interest(s) of the parties; and

THEREFORE, the parties enter into the following agreement:

II. PARTIES TO THE AGREEMENT

The parties to the agreement are:

(1) COMPLAINANT, **Tatiana Sellers** (2) RESPONDENT, **Kathryn Martino** and (3) the COMMISSION, represented by its Mediator, **Robin N. Trepanier**.

III. TERMS OF THE AGREEMENT

- a. It is understood by all parties that this agreement does not constitute an admission by RESPONDENT of any liability or violation of any laws or regulations, including Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq., Section 46a-81e as enforced through CONN. GEN. STAT. 46a-58(a).
- b. RESPONDENT agrees to comply with all federal and state fair housing statute(s) and to ensure that its operational policies are developed and implemented so as to provide full and equal access to all persons regardless of **race, creed, color, national origin, ancestry, sex, marital status, familial status, age, lawful source of income, sexual orientation, gender identity, intellectual disability, mental disability, physical disability or status as a veteran.**
- c. RESPONDENT **Kathryn Martino** agrees to pay COMPLAINANT, **Tatiana Sellers**, the amount of TEN THOUSAND DOLLARS (\$10,000.00) as full settlement of COMPLAINANT'S claim against RESPONDENT in the follow manner:
 - i. Within 10 (ten) days of COMPLAINANT'S execution of the Agreement RESPONDENT **Kathryn Martino** agrees to pay COMPLAINANT, **Tatiana Silers**, the amount of FIVE THOUSAND DOLLARS (\$5,000.00) via a certified check or money order made payable to "Szilagyi & Daly as Trustee for Tatiana Sellers" sent via trackable delivery service to Robin Trepanier, CHRO HDU, 450 Columbus Blvd., Suite 3, Hartford, CT 06103.
 - ii. By March 28, 2018, RESPONDENT **Kathryn Martino** agrees to pay COMPLAINANT, **Tatiana Sellers**, the remaining balance of FIVE THOUSAND DOLLARS (\$5,000.00) via a certified check or money order made payable to "Szilagyi & Daly as Trustee for Tatiana Sellers" sent via trackable delivery service to Robin Trepanier, CHRO HDU, 450 Columbus Blvd., Suite 3, Hartford, CT 06103.
- d. The COMMISSION makes no representation regarding the issue of COMPLAINANT'S tax obligation or other obligations in relation to any payment it receives and encourages the COMPLAINANT to seek the advice of an accountant, tax attorney, or other professional to determine its responsibilities in relation to said payment.
- e. RESPONDENT agrees to attend the next scheduled training seminar put on by the Commission which is scheduled for February 22, 2018 or June 6, 2018 OR agrees to arrange for at least two (2) hours of training in Fair Housing laws within four (4) months of signing this Agreement through either:
 - a. Attorney Deborah Cannavino of Epstein Becker Green, (203) 326-7437; or
 - b. The Connecticut Fair Housing Center, (860) 247-4400
- f. RESPONDENT acknowledges she is aware that in the future she may contact the COMMISSION directly for informational purposes and guidance on matters relating to fair housing laws.
- g. THE PARTIES voluntarily and knowingly waive any rights to a hearing which they might have had with regard to COMPLAINANT'S claims which were alleged and filed with the

COMMISSION in complaint number **1850072**. The parties further agree that this agreement will be treated as an order of the hearing tribunal with all the rights and obligations attendant thereto.

- h. RESPONDENT and COMPLAINANT voluntarily and knowingly waive any rights which they might have had applicable to the statutory time periods for certifying COMPLAINANT'S claims which were alleged and filed with the COMMISSION in complaint number **1850072** for public hearing and for commencing the public hearing in the above stated claims.
- i. COMPLAINANT for herself and each of her heirs, agents, attorneys, representatives, executors, administrators and assigns hereby voluntarily waives, releases, forever discharges and covenants not to sue RESPONDENT, with respect to any claims which were or could have been alleged and/or filed with the COMMISSION in complaint number **1850072** and/or arising out of the incidents that resulted in complaint number **1850072**.
- j. COMPLAINANT and RESPONDENT have voluntarily and knowingly reached this Agreement with terms known to and acceptable to all, and this Agreement is entered into in full and complete settlement of all issues relating to any and all issues which were or could have been alleged and/or filed with the COMMISSION in case number **1850072**.
- k. The PARTIES hereby acknowledge that they been advised of their rights and remedies under both state and federal law and that they knowingly and voluntarily waive their rights to pursue any further legal proceeding against RESPONDENT/COMPLAINANT, as of the date of this Agreement relating to the charges filed with the COMMISSION in case number **1850072**, except for any legal proceedings which might become necessary to enforce this Agreement.
- l. The COMMISSION will maintain jurisdiction in this matter and reserves the right to REOPEN the above-stated complaint filed with the COMMISSION in complaint number **1850072** upon substantial failure of either the COMPLAINANT and/or RESPONDENT to comply with the TERMS OF AGREEMENT contained herein.
- m. The COMMISSION, in accordance with CONN. GEN. STAT. Section 46a-95(a) or 46a-98a, may file a petition in Superior Court for the enforcement of this agreement if, COMPLAINANT and/or RESPONDENT, after being given adequate notice and opportunity, fail to comply with the TERMS OF AGREEMENT contained herein.
- n. COMPLAINANT and RESPONDENT agree that the provisions of this Agreement and mutual releases therein do not apply to the allegations alleged in CHRO case number 1850071 against Todd Grisham who upon knowledge and belief is the owner of 7 School Street #5, Norwalk, CT 06851.
- o. The parties understand that this agreement is subject to FOI.

All parties do hereby signify their agreement to the above PRE-DETERMINATION CONCILIATION AGREEMENT by their signatures to this document.

IN WITNESS WHEREOF the parties have hereunto set their hands.

I. COMPLAINANT

BY: 
COMPLAINANT - **Tatiana Sellers**

DATE: 2/16/2018

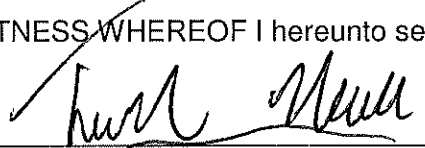
State of Connecticut

County of FAIRFIELD

On this 16th day of FEBRUARY, 2018

before me TUCKER McWHEENY the undersigned officer,
personally appeared TATIANA SELLERS, known to me to be the person
whose name is subscribed to within the foregoing instrument, and acknowledged that he executed
the same for the purposed therein contained.

IN WITNESS WHEREOF I hereunto set my hand.


NOTARY PUBLIC/COMMISSIONER OF THE COURT
My Commission Expires _____

Box # 423556

II. RESPONDENT

BY: 
RESPONDENT - **Kathryn Martino**

DATE: 2.16.18

State of Connecticut

County of Fairfield

On this 16th day of February, 2018,

before me Robin Trepanier the undersigned officer, personally appeared Kathryn Martino known to me to be the person whose name is subscribed to

within the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.



NOTARY PUBLIC/COMMISSIONER OF THE COURT

My Commission Expires N/A

III. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

BY: Robin N. Trepanier
Robin N. Trepanier, Mediator

DATE: 2/27/18

State of Connecticut

County of Hartford

On this 27th day of February, 2018, before me
Carolyn F. Anderson, the undersigned officer, personally appeared Robin N.

Trepanier, the representative for the State of Connecticut, Commission on Human Rights and Opportunities, known to me to be the person whose name is subscribed to within the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

Carolyn F. Anderson
NOTARY PUBLIC/COMMISSIONER OF THE COURT

My Commission Expires N/A