UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII / SECTION 504 & ADA
CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

(Complainant)

and

(Agrieved Party)

and

Suk Ren Chung
(Respondent)

and

Velma Williams Quarles
(Respondent)

and

Eugene Burger Management Corporation
(Respondent/Recipient)

and

Swansea Park Senior Apartments II, LP
(Respondent/Recipient)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing and Urban Development

HUD CASE NUMBERS: 09-16-4986-8, 09-16-4986-4, 09-16-4986-D HUD

CASE NAME: lEv. Eugene Burger Management Corporation et al. HUD

Date Filed: August 2, 2016

Effective Date of Agreement: 11/1/2016

Expiration Date of Agreement: 11/1/2019
A. PARTIES AND SUBJECT PROPERTY

Complainant

Los Angeles, CA 90029

Aggrieved Party

Los Angeles, CA 90029

Respondents/Recipients

Suk Ren Chung
Eugene Burger Management Corporation
1015 N. Kingsley Drive, Management Office
Los Angeles, CA 90029

Velma Williams Quarles
Eugene Burger Management Corporation
1015 N. Kingsley Drive, Management Office
Los Angeles, CA 90029

Eugene Burger Management Corporation
6600 Hunter Drive
Rohnert Park, CA 94928

Swansea Park Senior Apartments II, LP
770 South Irolo Street, Suite 1000
Los Angeles, CA 90005

Subject Property

1015 N. Kingsley Drive
Los Angeles, CA 90029

B. STATEMENT OF FACTS

A complaint was filed on August 2, 2016, with the United States Department of Housing and...
C. TERM OF AGREEMENT

1. This Conciliation Agreement / Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.

3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

5. It is understood that Respondents/Recipients deny any violation of law and this Agreement does not constitute an admission by the Respondents/Recipients or evidence of a determination by the Department of any violation of the Act or any other law.

6. Respondents/Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents/Recipients further acknowledge that any subsequent retaliation or
inv

7. This Agreement, after it has been approved by the FHEO Regional Director, or her
designee, is binding upon Respondents/Recipients, their employees, heirs, successors and
assigns and all others in active concert with them in the ownership or operation of 1015
N. Kingsley Drive, Los Angeles CA 90029.

8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this
Agreement by the FHEO Regional Director, or her designee, it is a public document.

9. This Agreement does not in any way limit or restrict the Department's authority to
investigate any other complaint involving Respondents/Recipients made pursuant to the
Act, or any other complaint within the Department’s jurisdiction.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall
be effective unless: (a) all signatories or their successors to the Agreement agree in
writing to the amendment, modification or waiver; (b) the amendment, modification or
waiver is in writing; and (c) the amendment, modification, or waiver is approved and
signed by the FHEO Regional Director or her designee.

11. The parties agree that the execution of this Agreement may be accomplished by separate
execution of consents to this Agreement, the original executed signature pages to be
attached to the body of the Agreement to constitute one document.

12. It is understood that the signature of William A. Gillis is made with the authority and on
behalf of Respondents/Recipients Suk Ren Chung, Velma Williams Quarles, Eugene
Burger Management Corporation and Swansea Park Senior Apartments II, LP.

13. Respondents/Recipients on behalf of themselves, their heirs, executors,
successors, assigns and agents hereby forever waive, release, and covenant not to sue the
Department or Respondents/Recipients, their heirs, executors, successors, assigns,
agents, officers, board members, employees or attorneys with regard to any and all
claims, damages, causes of action and injuries of whatever nature whether presently
known or unknown, arising out of or in any way connected with the subject matter of
HUD Case Numbers 09-16-4986-8, 09-16-4986-4, or 09-16-4986-D, or which could
have been filed in any action or suit arising from said subject matter.

14. Respondents/Recipients on behalf of themselves, their heirs, executors, successors,
assigns and agents hereby forever waive, release, and covenant not to sue the Department
or the Complainant and their heirs, executors, successors, assigns, agents, officers, board
members, employees or attorneys with regard to any and all claims, damages, causes of
action and injuries of whatever nature whether presently known or unknown, arising out of
or in any way connected with the subject matter of HUD Case Number 09-16-4986-8, 09-
F. RELIEF FOR COMPLAINANT AND AGGRIEVED PARTY

15. Respondent/Recipients agree to pay $15,000 within thirty (30) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to [Name] and mailed to [Address], Los Angeles, CA 90029. Respondents will provide a copy of the check to the Department within thirty-five (35) days of the effective date of this Agreement.

16. Respondents/Recipients agree to, within ten (10) days of the effective date of this Agreement, grant Complainant’s disability related accommodation request to allow his daughter [Name] to be his live-in aide. This Agreement does not waive or alter Respondents’/Recipients’ program eligibility requirements or HUD regulations and guidance, and [Name] must meet all such requirements to participate as a live-in aide. Respondents/Recipients will certify in writing that they have met this requirement within fifteen (15) days of the effective date of this agreement.

17. Respondents/Recipients agree to grant [Name] an on-site parking permit within ten (10) days of the effective of this Agreement. Respondents/Recipients will certify in writing that they have met this requirement within fifteen (15) days of the effective date of this agreement.

G. RELIEF IN THE PUBLIC INTEREST


19. Respondents/Recipients acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

20. Respondents/Recipients agree that within ninety (90) days from the effective date of this Agreement, all staff who interact with tenants at the Subject Property shall attend a live training session on fair housing and reasonable accommodations provided by a fair housing agency or other qualified trainer subject to prior approval by the Department. Respondents/Recipients will provide the Department written certification that the training has been completed, in the form of a certificate or a letter from the entity conducting the training, together with a list of participants, within one hundred (100) days of the effective date of this Agreement.

21. Respondent Eugene Burger Management Corporation, within sixty (60) days of the effective date of this Agreement, will modify their Fair Housing policy, subject to prior
Approval by the Department, to include information about reasonable accommodations
and will provide the updated policy to all leasing and management staff.
Respondents/Recipients will, within ninety (90) days of the effective date of this
Agreement, provide the Department with a distribution list or other evidence that all
leasing and management staff have been provided the updated policy.

22. Respondents/Recipients will, within ten (10) days of the effective date of this Agreement,
begin to maintain a log of all reasonable accommodation requests made by residents of
the Subject Property and actions taken in response to the accommodation requests.
Respondents/Recipients shall maintain the log for a period of no less than one (1) year
from the effective date of this Agreement, and Respondents/Recipients will provide the
Department with a copy of the reasonable accommodation request log at intervals of
ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270
days, and 360 days).

23. Respondents/Recipients acknowledge that Section 504 of the 1973 Rehabilitation Act
("Section 504") provides that no otherwise qualified individual with handicaps shall,
solely by reason of his or her handicap be excluded from the participation in, be denied
the benefits of, or be subjected to discrimination under any program or activity receiving
federal financial assistance. Respondents/Recipients receive federal financial assistance
and are obligated to comply with the requirements of Section 504. Recipients agree to
comply with the provisions of Section 504 of the 1973 Rehabilitation Act, and as outlined
in 24 CFR parts 8 and 9.

a. 24 CFR Part 8, Section 8.69 (a)(1)(2)-Communications. The Regulation requires
that recipients shall take appropriate steps to ensure effective communication with
applicants, beneficiaries, and member so the public to include telecommunication
devices for deaf person (TDD's) or equally effective communication systems.

b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504
Coordinator). The Regulation requires that recipients that employ 15 or more
persons shall designate at least one (1) person to coordinate its efforts to comply
with this Part.

c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The
Regulation requires that recipients that employ 15 or more persons shall adopt
grievance procedures that incorporate appropriate due process standards and that
provide for the prompt and equitable resolution of complaints alleging any action
prohibited by this part.

d. 24 CFR Part 8, Section 8.54(a)- Notice. The Regulation provides that recipients
that employ 15 or more persons shall take appropriate initial and continuing steps
to notify participants, beneficiaries, applicants, and employees that it does not
discriminate on the basis of handicap.
24. Respondents/Recipients shall, within fourteen (14) days of the execution of this Agreement, provide the Department with documentation which demonstrates compliance with the Section 504 regulations listed in paragraph 23.

H. MONITORING

25. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the Respondents/Recipients’ property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents/Recipients. Respondents/Recipients agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

J. REPORTING AND RECORDKEEPING

26. All required certifications and documentation of compliance must be submitted to:
U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: COMPLIANCE OFFICER
One Sansome Street, Suite 1200
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

27. Whenever the Department has reasonable cause to believe that Respondents/Recipients have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to subsections 810(c) and 814(b)(2) of the Act.

28. Respondents/Recipients understand that failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue federal financial assistance, or other actions authorized by law.
Conciliation Agreement

Eugene Burger Management Corporation et al.

COMPLAINANT AND AGGRIEVED PARTY'S SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

[Signatures blacked out]

Complainant

Date: 10/18/2016

Aggrieved Party

Date: 10/18/2016
Conciliation Agreement

Eugene Burger Management Corporation et al.
05-16-4986-8, 09-16-4986-4, 09-16-4986-D

RESPONDENTS'/RECIPIENTS' SIGNATURE

This signature attests to the approval and acceptance of this Conciliation Agreement.

William A. Gillis
On Behalf of Respondents/Recipients
Suk Ren Chung
Velma Williams Quarles
Eugene Burger Management Corporation
Swansea Park Senior Apartments II, LP

Date
10/31/2016
CONCILIATION AGREEMENT

Eugene Burger Management Corporation et al.
v. Eugene Burger Management Corporation et al.

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.

[Signature]

Anne Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Date: 11/1/2016