



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

And

Redacted

(Complainants)

and

John Stewart Company

(Respondents/Recipients)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

And

Section 504 of the 1973 Rehabilitation Act (Section 504)

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

HUD CASE NUMBERS: 09-18-1016-8; 09-18-1016-4

FHEO CASE NAME: **Redacted**

v. John Stewart Company

DATE FILED: January 2, 2018

Effective Date of Agreement: 05/30/2018

Expiration Date of Agreement: 05/30/2020

A. Complainants:

Redacted
Redacted

San Francisco, CA 94102

Redacted

San Francisco, CA 94102

Respondents/Recipients:

John Stewart Company
c/o Jack D. Gardner, Agent for Service of Process
1388 Sutter St. 11th Floor
San Francisco, CA 94109

Hunters Point East West LP

Redacted

San Francisco, CA 94109

Subject Property:

Hunters Point East/West

Redacted

San Francisco, CA 94124

B. Statements of Facts

On January 2, 2018, **Redacted** (“Complainants”) filed a complaint with the United States Department of Housing and Urban Development (“the Department”) against John Stewart Company (Management company) and Hunters Point East West LP (collectively, “Recipients”). The complaint alleged that the Recipients violated Subsection 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”) when they denied the Complainant’s reasonable accommodation request to transfer to a three bedroom unit located around a non-smoking building on the East or West side of the subject property based upon her infant daughter’s disability. The complaint also alleged non-compliance with Section 504 of the 1973 Rehabilitation Act (“Section 504”).

C. Term of Agreement

1. This is a Conciliation Agreement between the Complainant, named above, and the

Respondents, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondents. As specifically stated herein, this Conciliation/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of two (2) years from the effective date of the Agreement.

D. Effective Date

2. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, or a Voluntary Compliance Agreement pursuant to Section 504, unless and until such time as it is approved by the Department, through the 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 Regional FHEO Director or her designee.

E. General Provisions

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
5. It is understood that the Recipients deny any violation of law, and that this Agreement does not constitute an admission by the Recipients or evidence of a determination by the Department of any violation of the Act, Section 504 or any other law. The Department reserves the right to conduct a review of the Recipients’ compliance with their obligations under Section 504.
6. It is understood that the signature of Steve McElroy, Vice President, John Stewart Company is made with the authority of and on behalf of John Stewart Company and Hunters Point East West LP.
7. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Recipients, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
8. It is understood that, pursuant to Section 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 Recipients made pursuant to the Act,

Section 504 or any other complaint within the Department's jurisdiction.

10. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed 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. Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipients, or their successors, heirs, executors, assignees, agents, officers, board members, employees or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-18-1016-8 and 09-18-1016-4, or which could have been filed in any action or suit arising from said subject matter.
13. Recipients hereby forever waive, release, and covenant not to sue the Department or Complainant, or their successors, heirs, executors, assignees, agents, officers, board members, employees or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-18-1016-8 and 09-18-1016-4, or which could have been filed in any action or suit arising from said subject matter.

F. Non-Retaliation

14. Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, Section 504 and other Authorities. 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. Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this agreement and a statutory violation of the Act, as well as a violation of HUD's implementing regulations at 24 C.F.R. part 100 *et seq.*

G. Relief for the Complainant

15. Recipient John Stewart Company agrees to pay Complainant **Redacted** the sum total of twelve thousand dollars (\$12,000) within fifteen (15) calendar days of the effective date of this Agreement. Payment will be in the form of a certified check made payable to **Redacted**

and mailed to Bay Area Legal Aid, 1800 Market St., 3rd Floor, San Francisco, CA 94102 and marked Attention: Ryan Murphy via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph G15, Recipient John Stewart Company will provide a copy of the check and the tracking information to the Department within twenty (20) days of the effective date of this Agreement. The copies shall be sent to the Department at the address specified in paragraph J20 below.

H. Relief in the Public Interest

16. Recipients acknowledge that Section 504 provides that no otherwise qualified individual with disabilities shall, solely by reason of his or her disabilities, 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. Recipients acknowledge that they 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, and as outlined in 24 CFR Parts 8 and 9.

Section 504 PROGRAM REQUIREMENTS:

- a. Communications and Telecommunication devices for the deaf (TDD's); 24 CFR Part 8, Section 8.6(a)(1)(2) and 28 CFR Part 35 and §35.161
The Regulations require that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems such as 711 Telecommunications Relay Service.
- b. Designation of responsible employee; 24 CFR Part 8, §8.53(a) and 28 CFR Part 35, §35.107(a) (Section 504 Coordinator). The 504 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. Adoption of Grievance Procedure; 24 CFR Part 8, §8.53(b) and 28 CFR Part 35, §35.107(b). The 504 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. Notice; 24 CFR Part 8, Section 8.54(a) and 35 CFR Part 35, §35.106. The 504 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 disability.

Recipients recognizes its obligations under Section 504 and the Department hereby acknowledges that requirements listed under 16a, b & d above have been met.

Recipients agree that within one hundred and eighty (180) calendar days of the effective date of this Agreement, to develop a grievance procedure in accordance with 504 regulations; 24 CFR Part 8, §8.53(b) and 28 CFR Part 35, §35.107(b). A copy of the grievance procedure will be sent to the Department at the address specified in paragraph J20 below.

17. Recipients acknowledge that the Act makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. Recipients further acknowledge that the Act makes it unlawful to refuse to permit reasonable modifications when such modifications may be necessary to afford a person with a disability full enjoyment of the premises.
 - a. Recipients agree to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling, and further agree to permit reasonable modifications of existing premises occupied or intended to be occupied by a person with a disability if such modifications may be necessary to afford a person with a disability full enjoyment of the premises.
18. Recipients acknowledge that the Act prohibits discrimination based on race, color, sex, religion, national origin, familial status, and disability. Recipients agree to comply with all of the provisions of the Act and as outlined in 24 CFR Part 100 *et seq.*

I. Monitoring

19. Recipients agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Recipients' property identified in Section A of this Agreement, interview witnesses, and copy pertinent records of the Recipients. Recipients agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

J. Reporting and Recordkeeping

20. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov

K. Consequences of Breach

21. The parties understand that if the Department has reasonable cause to believe that Recipients have breached this Agreement, the Department shall refer the matter 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 and HUD's Section 504 implementing regulations at 24 C.F.R. § 8.57.
22. 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 pursuant to the Act, Section 504 or any other authority within the Department's jurisdiction.

COMPLAINANT'S SIGNATURE PAGE

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

Signature Redacted

5/22/2018

Redacted

Date

Complainant

COMPLAINANT'S SIGNATURE PAGE

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

Signature Redacted 5/22/2018

Redacted Date

Complainant

RESPONDENTS' SIGNATURE PAGE

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



5/18/18

Steve McElroy

Date

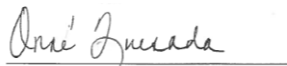
Vice President, John Stewart Company

On behalf of John Stewart Company and Hunters Point East West LP

FHEO SIGNATURE PAGE

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

APPROVED ON BEHALF OF THE SECRETARY



5/30/2018

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date